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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर) केन्द्रीय प्राधिकारियों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) by Central Authorities (other than the Administration of Union Territories)

भारत निर्वाचन आयोग

नई दिल्ली, 19 नवम्बर, 1973

आदेश

का. आ. 258.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए बिहार विधान सभा के लिए निर्वाचन के लिए 43 छपरा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री प्रहलाद सिंह, ग्राम उमघा, पो. आ. फकुली, जिला सारण (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री प्रहलाद सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. बिहार-वि. स./43/72(35)]

ELECTION COMMISSION OF INDIA

New Delhi, the 19th November, 1973

ORDER

S.O. 258.—Whereas the Election Commission is satisfied that Shri Prahalad Singh, Village Umgha, P.O., Fakuli, District Saran (Bihar) who was a contesting candidate for election to the Bihar Legislative Assembly from 43 Chapra constituency held in March, 1972 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Prahalad Singh to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. B.R. LA/43/72(35)]

आदेश

का. आ. 259.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए बिहार विधान सभा के लिए निर्वाचन के लिए 43 छपरा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री रामेश्वर प्रसाद राजपाल, दहियावा, पो. आ. छपरा (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाये गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री रामेश्वर प्रसाद राजपाल को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. बिहार-वि. स./43/72(36)]

ORDER

S.O. 259.—Whereas the Election Commissions is statisfied that Shri Rameshwar Prasad Rajpal, Dahiyawa, P.O. Chapra (Bihar) who was a contesting candidate for election to the Bihar Legislative Assembly from 43-Chapra constituency held in March, 1972 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Rameshwar Prasad Rajpal to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/43/72(36)]

नई दिल्ली, 6 दिसम्बर, 1973

आदेश

का. आ. 260.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1971 में हुए लोक सभा के लिए निर्वाचन के लिए 12 पुपरी निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री असलम आजाद, 32-खगौल रोड, पटना-2 (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री असलम आजाद को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. बिहार-लो. स./12/71(15)]

New Delhi, the 6th December, 1973

ORDER

S.O. 260.—Whereas the Election Commission is satisfied that Shri Aslam Azad, 32, Khagaul Road, Patna-2 (Bihar) who was a contesting candidate for election to the House of the People from 12-Pupri constituency held in March, 1971 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Aslam Azad to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

No. BR-HP/12/71(15)]

नई दिल्ली, 20 दिसम्बर, 1973

आदेश

का. आ. 261.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए मध्य प्रदेश विधान सभा के लिए साधारण निर्वाचन के लिए 48-रामपुर बघेलान निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री सुरेन्द्र सिंह, ग्राम एवं डा. जैतवारा, जिला सतना (मध्य प्रदेश) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ,

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री सुरेन्द्र सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. म. प्र. वि स./48/72(28)]

ORDER

New Delhi, the 20th December, 1973

S.O. 261.—Whereas the Eelection Commission is satisfied that Shri Surendra Singh Village and Post Office Jaitwara, District Satna (Madhya Pradesh) who was a contesting candidate for election to the Madhya Pradesh Legislative Assembly from 48-Rampur Baghelan constituency held in March, 1972 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Surendra Singh to be disqualified for being chosen as, and for being, a member of either house of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No.MP-LA/48/72(28)]

आदेश

का. आ. 262.—यतः निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए मध्य प्रदेश विधान सभा के लिए निर्वाचन के लिए 49-अमरपाटन निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री बिशाली, ग्राम व पो. आ. मुकन्दपुर, जिला सतना (मध्य प्रदेश), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ,

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः अब,उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री बिशाली को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. म. प्र.-वि. स./49/72(29)]

ORDER

S.O. 262.—Whereas the Election Commission is satisfied that Shri Bishali, Village and P.O. Mukundpur, District Satna (Madhya Pradesh) who was a contesting candidate for election to the Madhya Pradesh Legislative Assembly from 49-Amarpatan constituency held in March, 1972 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Bishali to be disqualified for being chosen as, and for being, a member of either house of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MP-LA/49/72(29)]

आदेश

का. आ. 263.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए मध्य प्रदेश विधान सभा के लिए निर्वाचन के लिए 49-अमरपाटन निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री रतीवा, ग्राम किरहाई, पो. अहीरगांव, जिला सतना (मध्य प्रदेश), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब,उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री रतीवा को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं म. प्र.-वि. स./49/72(30)]

ORDER

S.O. 263.—Whereas the Election Commission is satisfied that Shri Rateeva, Village Kirhai, Post Ahirgaon, District Satna (Madhya Pradesh) who was a contesting candidate for election to the Madhya Pradesh Legislative Assembly from 49-Amarpatan constituency held in March, 1972 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Rateeva to be disqualified for being chosen as, and for being, a member of either house of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MP-LA/49/72(30)]

आदेश

नई दिल्ली, 21 दिसम्बर, 1973

का. आ. 264.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1971 को हुए लोक सभा के लिए साधारण निर्वाचन के लिए 10-सरगुजा संसदीय निर्वाचन क्षेत्र से चुनाव लड़ने वाले उमीदवार श्री वंशरूप सिंह, निवासी ग्राम सिलफिली, पो. आ. कमलपुर, तहसील सूरजपुर, जिला सरगुजा (मध्य प्रदेश), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों

द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ,

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री वंशरूप सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. म. प्र.-लो. स./10/71(6)]

ORDER

New Delhi, the 21st December, 1973

S.O. 264.—Whereas the Election Commission is satisfied that Shri Vansurup Singh, R/o Village Silphili, P.O. Kamalpur, Tahsil Surajpur, District Surguja (Madhya Pradesh) who was a contesting candidate for election to the House of the People Legislative Assembly from 10-Surguja parliamentary constituency in the State of Madhya Pradesh held in March, 1971 has failed to lodge an account of his election expenses in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Vansurup Singh to be disqualified for being chosen as, and for being, a member of either house of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No.MP-HP/10/71(6)]

आदेश

का. आ. 265.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1971 को हुए लोक सभा के लिए साधारण निर्वाचन के लिए 10-सरगुजा संसदीय निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री पारसनाथ, निवासी ग्राम लुण्डरा, पो. आ. लुण्डरा, तहसील अम्बिकापुर, जिला सरगुजा (मध्य प्रदेश), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ,

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपना इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा श्री पारसनाथ को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. म. प्र.-लो. स./10/71(5)]

ORDER

S.O. 265.—Whereas the Election Commission is satisfied that Shri Parasnath R/o Village Lundra, P.O. Lundra, Tahsil Ambikapur, District Surguja (Madhya Pradesh) who was a contesting candidate for election to the House of the People from 10-Surgaja parliamentary constituency in the State of Madhya Pradesh held in March, 1971 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Parasnath to be disqualified for being chosen as, and for being, a member of either house of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No.MP-HP/10/71(5)]

आदेश

नई दिल्ली, 10 जनवरी, 1974

का. आ. 266.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए बिहार विधान सभा के लिए साधारण निर्वाचन के लिए 81-झंझारपुर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री केदार नाथ झा, ग्राम व पो. महरैल, जिला दरभंगा लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ,

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपना इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री केदार नाथ झा को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं बिहार-वि. सं/81/72(38)]

ORDER

New Delhi, the 10th January, 1974

S.O. 266.—Whereas the Election Commission is satisfied that Shri Kedar Nath Jha, Village & P.O. Mahrail, District Dharbhanga who was a contesting candidate for election to the Bihar Legislative Assembly from 81-Jhanjharpur constituency

held in March, 1972 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Kedar Nath Jha to be disqualified for being chosen as, and for being, a member of either house of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/81/72(38)]

आदेश

का. आ. 267.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए बिहार विधान सभा के लिए साधारण निर्वाचन के लिए 81-झंझारपुर निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री विजय शंकर झा, ग्राम व पो. रैयाम, जिला दरभंगा लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री विजय शंकर झा को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. बिहार—वि. स./81/72(39)]

ORDER

S.O. 267.—Whereas the Election Commission is satisfied that Shri Vijoy Shankar Jha, Village & P.O. Raiyam, District Darbhanga who was a contesting candidate for election to the Bihar Legislative Assembly from 81-Jhanjharpur constituency held in March, 1972 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Vijoy Shankar Jha to be disqualified for being chosen as, and for being, a member of either house of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No.BR-LA/81/72(39)]

आदेश

का. आ. 268.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए बिहार विधान सभा के लिए साधारण निर्वाचन के लिए 81-झंझारपुर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री रामकृपाल यादव, ग्राम व पो. सकर्थ भाकुया सरिसब जिला दरभंगा लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री रामकृपाल यादव को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. बिहार—वि. स./81/72(40)]

ORDER

S.O. 268.—Whereas the Election Commission is satisfied that Shri Ram Kripal Yadav, Village & P.O. Sankorth via Sarisab, District Darbhanga who was a contesting candidate for election to the Bihar Legislative Assembly from 81-Jhanjharpur constituency held in March, 1972 has failed to lodge an account of his election expenses in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ram Kirpal Yadav to be disqualified for being chosen as, and for being, a member of either house of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No.BR-LA/81/72(40]

नई दिल्ली, 16 जनवरी, 1974

आदेश

का. आ. 269.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए बिहार विधान सभा के लिए साधारण निर्वाचन के लिए 147-जामताड़ा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री विश्वनाथ सैन गुप्ता, ग्राम व पो. जामताड़ा जिला, संताल परगना (बिहार) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा समय के अन्दर तथा रीति से दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा

स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री विश्वनाथ सेन गुप्ता को संसद् के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. बिहार वि. स./147/72(41)]

ए. एन. सेन, सचिव

ORDER

New Delhi, the 16th January, 1974

S.O. 269.—Whereas the Election Commission is satisfied that Shri Biswanath Sen Gupta, Village & P.O. Jamtara, District Santhal Parganas who was a contesting candidate for election to the Bihar Legislative Assembly from 147-Jamtara constituency held in March, 1972 has failed to lodge an account of his election expenses within the time and in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after the due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Biswanath Sen Gupta to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/147/72(41)]

A. N. SEN, Secy.

आदेश

नई दिल्ली, 22 दिसम्बर, 1973

का. आ. 270.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए कर्णाटक विधान सभा के लिए साधारण निर्वाचन के लिए 198-चिक्कोडी (अ. जा.) सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री बागेवाड़ी पंडित सीताराम, म. नं. 1359 स्थान व डा. चिकोडी, जिला बेलगाम (कर्णाटक राज्य) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित समय के अन्दर तथा रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार द्वारा दिये गये अभ्यावेदन पर विचार करने के पश्चात्, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री बागेवाड़ी पंडित सीताराम को संसद् के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. मैसूर-वि. स./198/72]

ORDER

New Delhi, the 22nd December, 1973

S.O. 270.—Whereas the Election Commission is satisfied that Shri Bagewadi Pandit Seetaram, House No. 1359, at and Post : Chikodi, District Belgaum (Karanataka State), a contesting candidate for the general election held in March, 1972 to the Karnataka Legislative Assembly from 198-Chikkodi (SC) constituency, has failed to lodge an account of his election expenses within the time and in the manner required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas after considering the representation made by the candidate, the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Bagewadi Pandit Seetaram to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order

[No. MY-LA/198/72]

आदेश

नई दिल्ली, 7 जनवरी, 1974

का. आ. 271.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए आन्ध्र प्रदेश विधान सभा के लिए निर्वाचन क्षेत्र के लिए 255-नरेल्ला (अ. जा.) निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री बोइनी मालियाह मार्फत श्री बी. जानकी राम, भूतपूर्व सदस्य विधान सभा करीमनगर, (आन्ध्र प्रदेश), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचनाएं दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री बोइनी मालियाह को संसद् के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. आ. प्र.-वि. स./255/72]

New Delhi, 7th January, 1974

ORDER

S.O. 271.—Whereas the Election Commission is satisfied hat Shri Boini Malliah C/o Shri B. Janaki Ram, Ex-M.L.A. Karimnagar (Andhra Pradesh), a contesting candidate for the general election held in March, 1972 to the Andhra Pradesh Legislative Assembly from 255-Nerella (SC) constituency, has failed to lodge any account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Boini Malliah to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. AP-LA/255/72]

नई दिल्ली, 9 जनवरी, 1974

आदेश

का. आ. 272.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए महाराष्ट्र विधान सभा के लिए साधारण निर्वाचन के लिए 85-चोपड़ा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री महार वजीर शामू, मु. धनवाडी, डाकखाना वेले, ताल्लुका चोपड़ा, जिला जलगांव (महाराष्ट्र) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री महार वजीर शामू को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. महा-वि. स./85/72(54)]

वी. नागसुब्रमण्यन, सचिव

New Delhi, the 9th January, 1974

ORDER

S.O. 272.—Whereas the Election Commission is satisfied that Shri Mahar Vajir Shamu, At Dhanwadi, Post Vele, Taluka Chopda, District Jalgaon (Maharashtra), a contesting candidate in the general election held in March, 1972, to the Maharashtra Legislative Assembly from 85-Chopda constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951 and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Mahar Vajir Shamu to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MT-LA/85/72(54)]

V. NAGASUBRAMANIAN, Secretary.

नई दिल्ली, 20 दिसम्बर, 1973

आदेश

का. आ. 273.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए राजस्थान विधान सभा के लिए निर्वाचन के लिए 15-सुजानगढ़ सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री हरका राम, मार्फत मनसुखाराम, पो. बीदासर जिला, धुरू, राजस्थान लोक प्रतिनिधित्व अधिनियम 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त, उम्मीदवार ने, सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री हरका राम को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. महा-वि. स./15/72(20)]

New Delhi, the 20th December, 1973

ORDER

S.O. 273.—Whereas the Election Commission is satisfied that Shri Harka Ram C/o Shri Mansukha Ram, P.O. Bidasar District Churu, Rajasthan a contesting candidate for General Elections held in March, 1972 to the Rajasthan Legislative Assembly from 15-Sujangarh constituency has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951 and the Rules made thereunder ;

2. And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure ; and the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Harka Ram to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. RJ-LA/15/72(20)]

आदेश

का. आ. 274.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए राजस्थान विधान सभा के लिए 63-कुम्हेर निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री बिहारी, ग्राम चकधिरवारी, पो. आ. अऊ, जिला भरतपुर (राजस्थान) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री बिहारी को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. राज.-वि. स./63/72(22)]

ORDER

S.O. 274.—Whereas the Election Commissoin is satisfied that Shri Behari, Village Chakdhirwali, P.O. Aio, District Bharatpur (Rajasthan), a contesting candidate for General Elections held in March, 1972 to the Rajasthan Legislative Assembly from 63-Kumher constituency has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951 and the rules made thereunder;

2. And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Behari to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. RJ-LA/63/72(22)]

आदेश

का. आ. 275.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए राजस्थान विधान सभा के लिए निर्वाचन के लिए 67-भ्याना निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री महेन्द्र सिंह, ग्राम दोहरदा तहसील रूपवास जिला भरतपुर (राजस्थान) लोक प्रतिनिधित्व अधिनियम,1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री महेन्द्र सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. राज-वि.स./67/72(23)]

ORDER

S.O. 275.—Whereas the Election Commission is satisfied that Shri Mahendra Singh, Village Dohrada Tehsil Rupwas, District Bharatpur, Rajasthan, a contesting candidate for General Elections held in March, 1972 to the Rajasthan Legislative Assembly from 67-Bayana constituency has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951 and the Rules made thereunder;

2. And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Mahendra Singh to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. RJ-LA/67/72(23)]

आदेश

का. आ. 276.—यतः निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए राजस्थान विधान सभा के लिए निर्वाचन के लिए 68-राजाखेड़ा सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री खूबा, ग्राम कुंसेड़ा डाकखाना जसूपुरा तहसील धौलपुर (राजस्थान) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री खूबा को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं. राज-वि. स./68/72(24)]

ORDER

S.O. 276.—Whereas the Election Commission is satisfied that Shri Khuba, Village Kusenda, P.O. Jasupura, Tehsil Dholpur (Rajasthan) a contesting candidate for General Elections held in March, 1972 to the Rajasthan Legislative Assembly from 68-Rajakhera constituency has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951 and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Khuba to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. RJ-LA/68/72(24)]

आदेश

का. आ. 277.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च 1972 को हुए राजस्थान विधान सभा के लिए निर्वाचन के लिए 108-पिड़ावा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री गोविन्द सिंह, पृथ्वी विलस पैलेस क्वार्टर्स, झालावाड़ (राजस्थान) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री गोविन्द सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. राज.-वि. स./108/72(25)]

ORDER

S.O. 277.—Whereas the Election Commission is satisfied that Shri Govind Singh, Prithvi Vilas Palace Quarters, Jhalawar, Rajasthan, a contesting candidate for General Elections to the Rajasthan Legislative Assembly held in March, 1972 from 108-Pirawa assembly constituency has failed to lodge an account of his election expenses as required by the Representation of the People Act 1951 and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure;

And whereas the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Govind Singh to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. RJ-LA/108/72(25)]

आदेश

का. आ. 278.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए राजस्थान विधान सभा के लिए निर्वाचन के लिए 108-पिड़ावा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री नारायण लाल सुपुत्र श्री कंवर लाल नाई, आंवली कलां झालावाड़, राजस्थान को लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है,

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री नारायण लाल को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं. राज.-वि. स./108/72(26)]

बी. एन. भारद्वाज, सचिव

ORDER

S.O. 278.—Whereas the Election Commission is satisfied that Shri Narain Lal S/o Shri Kanwar Lal Nai Awanli Kalan Jhalawar, Rajasthan a contesting candidate for General Elections to the Rajasthan Legislative Assembly held in March 1972 from 108-Pirawa constituency has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951 and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure;

And whereas the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Narain Lal to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. RJ-LA/108/72(26)]

B. N. BHARDWAJ, Secy.

विधि न्याय एवं कम्पनी कार्य मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 17 जनवरी, 1974

का. आ. 279.—एकाधिकार एवं निबन्धनकारी व्यापार प्रथा अधिनियम, 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अनुसरण में, केन्द्रीय सरकार एतद्द्वारा मैसर्स एलीकन इन्जीनियरिंग कम्पनी लि. के कथित अधिनियम के अन्तर्गत पंजाकरण (पंजाकरण प्रमाण-पत्र संख्या-899/73 दिनांक 8 मार्च, 1973) के निरस्तीकरण की अधिसूचना करती है ।

[संख्या 2/7/73-एम. 2]

ए. के. घोष, अवर सचिव ।

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(Department of Company Affairs)

New Delhi, the 17th January, 1974

S.O. 279.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Elecon Engineering Company Limited under the said Act (Certificate of Registration No. 899/73 dated the 8th March, 1973).

[F. No. 2/7/73-M. II]

A. K. GHOSH, Under Secy.

गृह मंत्रालय

नई दिल्ली, 15 जनवरी, 1974

का. आ. 280.—केन्द्रीय विक्री कर अधिनियम 1956 (1956 का 74) की धारा 8 की उप-धारा (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत के असाधारण राजपत्र, भाग 2, खण्ड 3, दिनांक 14 दिसम्बर 1957, के पृष्ठ 3053 पर प्रकाशित, भारत सरकार, गृह मंत्रालय की दिनांक 14 दिसम्बर, 1957 की अधिसूचना संख्या एस. आर. ओ. 3987 को एतद्द्वारा रद्द करती है ।

[फाइल सं. यू-15034/13/73-दिल्ली]

डी. एस. मिश्र, उप सचिव ।

MINISTRY OF HOME AFFAIRS

New Delhi, the 15th January, 1974

S.O. 280.—In exercise of the powers conferred by Sub-section (5) of section 8 of the Central Sales Tax Act, 1956 (74 of 1956), the Central Government hereby rescinds the notification of the Government of India in the Ministry of Home Affairs No. S.R.O. 3987 dated the 14th December, 1957 published at page 3053 in Part II Section III of the Gazette of India Extraordinary dated the 14th December, 1957.

[F.No.U-15034/13/73-DELHI]

D. S. MISRA, Deputy Secy.

वित्त मंत्रालय

(राजस्व और बीमा विभाग)

नई दिल्ली, 2 फरवरी, 1974

सीमाशुल्क

का. आ. 281.—सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा समाहर्ता, केन्द्रीय उत्पादन-शुल्क, अहमदाबाद को समाहर्ता, केन्द्रीय उत्पादन शुल्क, बड़ौदा के क्षेत्राधिकार के अन्तर्गत सीमाशुल्क समाहर्ता नियुक्त करती है ।

[सं. 2/फा. सं. 437/6/71-सी. शु. 4]

एस. नारायणन्, उप सचिव ।

MINISTRY OF FINANCE

(Department of Revenue and Insurance)

New Delhi, the 2nd February, 1974

CUSTOMS

S.O. 281.—In exercise of the powers conferred by sub-section (1) of section 4 of the Customs Act, 1962 (52 of 1962), the Central Government hereby appoints the Collector of Central Excise, Ahmedabad to be the Collector of Customs within the jurisdiction of the Collector of Central Excise, Baroda.

[No. 2/F. No. 437/6/71-Cus. IV]

S. NARAYANAN, Dy. Secy.

नई दिल्ली, 30 नवम्बर, 1973

आय-कर

का. आ. 282.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि नीचे उल्लिखित संस्था को, भारतीय सामाजिक विज्ञान अनुसंधान परिषद्, विहित प्राधिकारी द्वारा आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (3) के प्रयोजनों के लिए अनुमोदित किया गया है ।

संस्था

यूनिवर्सिटी ऑफ पूना, पूना ।

यह अधिसूचना 1-4-1973 से प्रभावी होगी ।

[सं. 505 फा. सं. 203/46/73-आई टी (ए 2)]

New Delhi, the 30th November, 1973

INCOME TAX

S.O. 282.—It is hereby notified for general information that the institution mentioned below has been approved by Indian Council of Social Science Research, the prescribed authority for the purposes of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961.

INSTITUTION

University of Poona, Poona

[No. 505 F. No. 203/46/73-ITA.II.]

नई दिल्ली, 4 दिसम्बर, 1973

आय-कर

का. आ. 283.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि निम्न वर्णित संस्था को भारतीय चिकित्सा अनुसंधान परिषद्, विहित प्राधिकारी द्वारा आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (2) के प्रयोजनों के लिए अनुमोदित किया गया है ।

संस्था

पूना मेडिकल फाउण्डेशन, पूना ।

यह अधिसूचना 1 अप्रैल, 1973 से प्रभावी होगी ।

[सं. 511 (फा. सं. 203/57/73-आई टी ए 2)]

New Delhi, the 4th December, 1973

INCOME TAX

S.O. 283.—It is hereby notified for general information that the institution mentioned below has been approved by Indian Council of Medical Research, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961.

INSTITUTION

Poona Medical Foundation, Poona.

The notification takes effect from 1st April, 1973.

[No. 511 (F. No. 203/57/73-ITA. II)]

नई दिल्ली, 7 दिसम्बर, 1973

आय-कर

का. आ. 284.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि निम्न वर्णित संस्था को वैज्ञानिक और औद्योगिक अनुसंधान परिषद्, विहित प्राधिकारी द्वारा आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (2) के प्रयोजनों के लिए अनुमोदित किया गया है ।

संस्था

दि शुगर टेक्नोलोजिस्ट एसोसिएशन आफ इण्डिया, कानपुर ।

यह अधिसूचना 1 अप्रैल, 1973 से प्रभावी होगी ।

[सं. 512 (फा. सं. 203/25/73-आई टी ए 2)]

New Delhi, the 7th December, 1973

INCOME TAX

S.O. 284.—It is hereby notified for general information that the institution mentioned below has been approved by Council of Scientific and Industrial Research, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961.

INSTITUTION

The Sugar Technologists' Association of India, Kanpur.

The notification takes effect from 1st April, 1973.

[No. 512 (F. No. 203/25/73-ITA. II)]

नई दिल्ली, 10 दिसम्बर, 1973

आय-कर

का. आ. 285.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि निम्न वर्णित संस्था को वैज्ञानिक और औद्योगिक अनुसंधान परिषद्, विहित प्राधिकारी द्वारा आय-कर अधिनियम, 1961 की धारा 35 की उप-धारा (1) के खण्ड (2) के प्रयोजनों के लिए अनुमोदित किया गया है ।

संस्था

विक्टोरिया जुबली टेक्नीकल इंस्टीट्यूट, मुम्बई ।

यह अधिसूचना 1 अप्रैल, 1973 से प्रभावी होगी ।

[सं. 515 (फा. सं. 203/21/73-आई टी. ए. 2)]

New Delhi, the 10th December, 1974

INCOME TAX

S.O. 285.—It is hereby notified for general information that the institution mentioned below has been approved by Council of Scientific and Industrial Research, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961.

INSTITUTION

Victoria Jubilee Technical Institute, Bombay.

The notification takes effect from 1st April, 1973.

[No. 515 (F. No. 203/21/73-ITA. II)]

आय-कर

का. आ. 286.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि निम्न वर्णित संस्था को भारतीय कृषि औद्योगिक अनुसंधान परिषद्, विहित प्राधिकारी द्वारा आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (2) के प्रयोजनों के लिए अनुमोदित किया गया है ।

संस्था

महाराष्ट्र टेक्नीकल एजुकेशन सोसाइटी, पूना ।

यह अधिसूचना 1 अप्रैल, 1973 से प्रभावी होगी ।

[सं 516 (फा. सं. 203/60/73-आई टी ए. 2)]

INCOME TAX

S.O. 286.—It is hereby notified for general information that the institution mentioned below has been approved by Council of Scientific and Industrial Research, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961.

INSTITUTION

Maharashtra Technical Education Society, Poona.

The notification takes effect from 1st April, 1973.

[No. 516 (F. No. 203/60/73-ITA. II)]

आय-कर

का. आ. 287.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि निम्न वर्णित संस्था को वैज्ञानिक और औद्योगिक अनुसंधान परिषद्, विहित प्राधिकारी द्वारा आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (2) के प्रयोजनों के लिए अनुमोदित किया गया है ।

संस्था

इन्डियन इंस्टीट्यूट आफ टेक्नॉलाजी, मद्रास ।

यह अधिसूचना 1 अप्रैल, 1973 से प्रभावी होगी ।

[सं. 514 (फा. सं. 203/66/73-आई. टी. ए. 2)]

टी. पी. झुनझुनवाला, उप सचिव ।

INCOME TAX

S.O. 287.—It is hereby notified for general information that the institution mentioned below has been approved by Council of Scientific and Industrial Research, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961.

INSTITUTION

Indian Institute of Technology, Madras.

The notification takes effect from 1st April, 1973.

[No. 514 (F. No. 203/66/73-ITA.II).]

T. P. JHUNJHUNWALA, Dy. Secy.

नई दिल्ली, 14 दिसम्बर, 1973

आय-कर

का. आ. 288.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि निम्न वर्णित संस्था को भारतीय कृषि अनुसंधान परिषद् विहित प्राधिकारी द्वारा आय्कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (2) के प्रयोजनों के लिए 1 अप्रैल, 1973 से दो वर्ष की कालावधि के लिए अनुमोदित किया गया है।

संस्था

एसपी एग्रीकलचरल रिसर्च एण्ड डेवेलपमेन्ट फाउन्डेशन प्राइवेट लिमिटेड, मलाड, मुम्बई।

[सं. 521 (फा. सं. 203/12/73 आई. टी. ए. 2)]

एम. के. पांडे, अवर सचिव।

New Delhi, the 14th December, 1973

INCOME TAX

S.O. 288.—It is hereby notified for general information that the institution mentioned below has been approved by Indian Council of Agricultural Research, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 for a period of two years with effect from 1st April, 1973.

INSTITUTION

Aspee Agricultural Research and Development Foundation Private Limited, Malad, Bombay.

[No. 521 (F. No. 203/12/73/ITA. II)]

M. K. PANDEY, Under Secy.

नई दिल्ली, 2 फरवरी, 1974

आदेश

स्टाम्प

का. आ. 289.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उस शुल्क से छूट देती है, जो तमिलनाडु इण्डस्ट्रियल डेवेलपमेंट कार्पोरेशन लिमिटेड द्वारा जारी किए जाने वाले एक करोड़ और दस लाख रुपयों के मूल्य के डिबेंचरों पर उक्त अधिनियम के अधीन प्रभार्य है।

[सं 2/स्टाम्प फा. सं. 471/77/73-सी. शु. 7]

New Delhi, the 2nd February, 1974

ORDER

STAMPS

S.O. 289.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the debentures of the value of one crore and ten lakhs of Rupees to be issued by the Tamil Nadu Industrial Development Corporation Limited are chargeable under the said Act.

[No. 2/Stamps F. No. 471/77/73-Cus. VII]

शुद्धि-पत्र

का. आ. 290.—भारत के राजपत्र, भाग 2, खंड 3 उप-खंड (2) तारीख 25 अगस्त, 1973 के पृष्ठ 2849 पर प्रकाशित भारत सरकार के वित्त मंत्रालय (राजस्व और बीमा विभाग) की अधिसूचना सं. सा. का. नि. 2405 (24/73-स्टाम्प फा. सं. 471/42/73-सीमा शुल्क-7), तारीख 25 अगस्त, 1973 में, पंक्ति 4 में,—

"मारमुगाओ पत्तन न्यास बंध—पत्रों" के स्थान पर "वित्तीय वर्ष 1972-73 के दौरान मारमुगाओ पत्तन न्यास" पढ़ें।

[फा. सं. 3/471/42/73-सी. शु. 7]

जे. रामकृष्णन, अवर सचिव।

CORRIGENDUM

S.O. 290.—In the notification of the Government of India in the Ministry of Finance (Department of Revenue and Insurance) No. G.S.R. 2405 (24/73-Stamps/F. No. 471/42/73-Cus. VII) dated the 25th August, 1973 published at page 2849 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 25th August, 1973, in line 6,—

for "Mormugao Port Trust Bons".

read "Mormugao Port Trust during the financial year 1972-73".

[No. 3/F. No. 471/42/73-Cus. VII]

J. RAMAKRISHNAN, Under Secy.

नई दिल्ली, 2 फरवरी, 1974

का. आ. 291.—राष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण तथा अपील) नियम, 1965 के नियम 34 के साथ पठित नियम 9 के उप-नियम (2), नियम 12 के उप-नियम (2) के खण्ड (ख) तथा नियम 24 के उप-नियम (1) के अनुसरण में भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) की अधिसूचना सं. का. नि. आ. 612 तारीख 28 फरवरी, 1957 में निम्नलिखित और संशोधन करते हैं, अर्थात् :—

उक्त अधिसूचना की अनुसूची में :—

(1) भाग 2 साधारण केन्द्रीय सेवा, वर्ग 3, में "नार्कोटिक्स विभाग" शीर्षक के नीचे प्रविष्टियों में 'नार्कोटिक्स-उपायुक्त' शब्द जहां कहीं भी प्रयुक्त हुए हों, के स्थान पर 'महा-प्रबन्धक अथवा नार्कोटिक्स-उपायुक्त' शब्द रखे जाएंगे,

(2) भाग 3 साधारण केन्द्रीय सेवा, वर्ग 4, में "नार्कोटिक्स विभाग" शीर्षक के नीचे प्रविष्टियों में, 'नार्कोटिक्स-उपायुक्त' शब्द जहां कहीं भी प्रयुक्त हुए हों, के स्थान पर 'महा-प्रबन्धक अथवा नार्कोटिक्स-उपयुक्त' शब्द रखे जाएंगे ।

[फा. सं. सी. 11016/35/73-प्रशा. 5.1]

टी. दत्त, अवर सचिव

New Delhi, the 2nd February, 1974

S.O. 291.—In pursuance of sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 read with rule 34 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendment in the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. S.R.O. 612 dated the 28th February, 1957, namely :—

In the Schedule to the said notification :—

(1) in Part II—General Central Service, Class III, in the entries under the heading "Narcotics Department" for the words "Deputy Narcotics Commissioner' wherever these occur, the words 'General Manager or Deputy Narcotics Commissioner' shall be substituted ;

(2) in Part III—General Central Service, Class IV, in the entries under the heading "Narcotics Department" for the words 'Deputy Narcotics Commissioner' wherever these occur, the words 'General Manager or Deputy Narcotics Commissioner' shall be substituted.

[F. No. C. 11016/35/73-Ad.V.]

T. DUTT, Under Secy.

(केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड)

नई दिल्ली, 2 फरवरी, 1974

सीमा-शुल्क

का. आ. 292.—केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, असम राज्य के डिब्रूगढ़ जिले में जेपोर को भांडागार स्टेशन के रूप में घोषित करता है ।

[सं. 3/74-सीमा-शुल्क/फा. सं. 473/185/73-सीमा-शुल्क. 7]

के. शंकर रामन, अवर सचिव ।

(Central Board of Excise & Customs)

New Delhi, the 2nd February, 1974

CUSTOMS

S.O. 292.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Jeypore in the District of Dibrugarh, State of Assam, to be a warehousing station.

[No. 3/74-Customs/F. No. 473/185/73-Cus. VII]

K. SANKARAMAN, Under Secy.

(Department of Expenditure)

New Delhi, the 7th January, 1974

S.O. 293.—In exercise of the powers conferred by the proviso to article 309 of the Constitution and clause (5) of article 148 of the Constitution and after consultation with the Comptroller & Auditor General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following further amendment to the Central Civil Services (Extraordinary Pension) Rules, namely:—

1. (1) These rules may be called the Central Services (Extraordinary Pension) Amendment Rules, 1974.

(2) They shall be deemed to have come into force on the 20th June, 1972.

2. In the Central Civil Service (Extraordinary Pension) Rules, after rule 12, the following rule shall be inserted, namely:—

"12A. *Notwithstanding anything contained in clause* (i) of sub-rule (2) of rule 12, a widow of an employee who re-marries her deceased husband's brother and continues to live a communal life with, or contributes to the support of the other dependents of the deceased shall not be disqualified for the grant of extraordinary pension, otherwise admissible to her under these rules."

Explanatory Memorandum

The Central Civil Services (Extraordinary Pension) Rules have been amended with retrospective effect in order to extend the benefit on the civil side which has already been extended to the personnel paid from defence estimates with effect from the 20th June, 1972 and the interest of no one would be prejudicially affected by reason of the retrospective effect.

[No. F. 23(12)-E.V. (A)/73]

S. S. L. MALHOTRA, Under Secy.

रिजर्व बैंक आफ इंडिया

(विदेशी मुद्रा नियंत्रण विभाग)

बम्बई, 11 जनवरी, 1974

का. आ. 294.—विदेशी मुद्रा विनियमन अधिनियम, 1973 (1973 का 46) की धारा 26 की उपधारा (6) के अनुसरण में और रिजर्व बैंक ऑफ इंडिया की अधिसूचना सं. एफ. ई. आर. ए. 230/65-आर. बी. दिनांक 1 अप्रैल 1965 के अधिलंघन में रिजर्व बैंक —

(क) प्राधिकृत व्यापारियों को, ऐसे अनुदेशों के अधीन जो रिजर्व बैंक द्वारा समय समय पर जारी किये जाएंगे,

(1) भारत के निवासी व्यक्तियों के पक्ष में भारत के बाहर के निवासी व्यक्तियों के किसी ऋण या दूसरे दायित्व या देयता के संदर्भ में गारंटियां प्रदान करने,

(2) विदेशी खरीदारों के पक्ष में भारत से किये गये वास्तविक निर्यातों के लिए निष्पादन बांड या गारंटियां (बयाने के बदले दी जानेवाली गारंटियों को मिलाकर) प्रदान करने,

(ख) भारत की रिहायशी फर्मों और कंपनियों को ऐसी फर्मों या कंपनियों में नौकरी करने वाले विदेशी राष्ट्रिकों द्वारा देय करों के लिए आय कर अधिनियम, 1961 (1961 का 43) के अधीन आय-कर अधिकारियों और दूसरे प्राधिकारियों को गारंटियां प्रदान करने,

की अनुमति सहर्ष प्रदान करता है।

[सं. एफ. ई. आर. ए. 16/74-आर. बी.]

RESERVE BANK OF INDIA

(Exchange Control Department)

Bombay, the 11th January, 1974

S.O. 294.—In pursuance of sub-section (6) of section 26 of the Foreign Exchange Regulation Act, 1973 (46 of 1973) and in supersession of the notification of the Reserve Bank of India No. F.E.R.A. 230/65-R.B. dated the 1st April, 1965, the Reserve Bank is pleased to permit —

(a) authorised dealers, subject to such instructions as may be issued by the Reserve Bank from time to time.

(i) to give guarantees in favour of persons resident in India in respect of any debt or other obligation or liability of persons resident outside India;

(ii) to give performance bonds or guarantees (including those in lieu of earnest money) in favour of overseas buyers on account of bonafide exports made from India;

(b) firms and companies resident in India to give guarantees to income-tax officers and other authorities under the Income-tax Act, 1961 (43 of 1961) in respect of taxes due by nationals of foreign States in employ of such firms or companies.

[No. F.E.R.A. 16/74-R.B.]

का. आ. 295.—विदेशी मुद्रा विनियमन अधिनियम, 1973 (1973 का 46) की धारा 26 की उप-धारा (7) के अनुसरण में रिजर्व बैंक उक्त उप-धारा में उल्लिखित फर्म या कंपनी (बैंकिंग कंपनी को छोड़कर) को :—

(1) ऐसी फर्म या कंपनी के किसी कर्मचारी द्वारा जमानत के रूप में कोई राशि जमा किये जाने और ऐसी फर्म या कंपनी द्वारा ऐसी जमा राशि के स्वीकार किये जाने,

(2) ऐसी फर्म या कंपनी को क्रय या विक्रय करनेवाले या दूसरे एजेंटों द्वारा ऐसी फर्म या कंपनी के कारोबार के दौरान या कारोबार उद्देश्य के लिए या वस्तुओं के आर्डरों, संपत्तियों या सेवाओं पर कोई अदायगी (अग्रिम के रूप में अथवा दूसरे प्रकार से) किये जाने और ऐसी फर्म या कंपनी द्वारा ऐसी अदायगी के स्वीकार किये जाने,

(3) जिस फर्म या कंपनी को खंड (1) या खंड (2) के अधीन राशि उधार लेने या यथास्थिति जमा राशि स्वीकार करने की अनुमति दी गयी हो, उसे कोई राशि उधार दिये जाने या उसमें कोई राशि जमा किये जाने,

की अनुमति सहर्ष प्रदान करता है।

[सं. एफ. ई. आर. ए. 17/74-आर. बी.]

एस. एस. शिरालकर, उप गवर्नर

S.O. 295.—In pursuanec of sub-section (7) of section 26 of the Foreign Exchange Regulation Act, 1973 (46 of 1973), the Reserve Bank is pleased to permit, with respect to a firm or company (other than a banking company), referred to in the said sub-section:—

(i) the making of any security deposit by any employee of such firm or company and the acceptance of such deposit by such firm or company;

(ii) the making of any payments (whether by way of advance or otherwise) to such firm, or company, by purchasing, selling or other agents in the course of, or for the purpose of, the business of such firm or company, or against orders for goods, properties or services, and the acceptance of such payments by such firm or company;

(iii) the lending of any money to, or the making of any deposit with, such firm or company, as has been permitted under clause (i) or clause (ii), to borrow money or, as the case may be, to accept deposits.

[No. F. E.R.A. 17/74-R.B.]

S. S. SHIRALKAR, Dy. Governor.

बैंकिंग विभाग

नई दिल्ली, 29 दिसम्बर, 1973

का. आ. 296.—केन्द्रीय सरकार, भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री हितेन भाया, अध्यक्ष, हिन्दुस्तान स्टील लिमिटेड, दोरांडा, पो. ओ. हिन्नू, रांची को, प्रथम जनवरी, 1974 से पूर्वी क्षेत्र के लिये स्थानीय बोर्ड, भारतीय रिजर्व बैंक के सदस्य के रूप में नियुक्त करती है।

[सं फा. 9-1/9-72 बी. ओ. I]

डी. एम. सुकथानकर, निदेशक

(Department of Banking)

New Delhi, the 29th December, 1973

S.O. 296.—In exercise of the powers conferred by sub-section (1) of Section 9 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby appoints Shri Hiten Bhaya, Chairman, Hindustan Steel Ltd., Doranda, P. O. Hinoo, Ranchi to be a member of the Local Board of the Reserve Bank of India for the Eastern Area with effect from 1st January, 1974

[No. F. 9-1/9-72 BO. I]

D. M. SUKTHANKAR, Director.

नई दिल्ली, 14 जनवरी, 1974

का. आ. 297.—बैंकिंग विनियमन अधिनियम 1949 (1949 का 10वां) की धारा 53 में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा यह घोषणा करती है कि—उक्त अधिनियम की धारा 12 की उप-धारा (1) के खण्ड (1) के उपबन्ध पूर्वांचल बैंक लि., गौहाटी पर 17 जनवरी, 1975 तक लागू नहीं होंगे।

[सं. 15(9)-बी सी./72]

New Delhi, the 14th January, 1974

S.O. 297.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of clause

(i) of sub-section (1) of section 12 of the said Act shall not apply until the 17th January, 1975, to the Purbanchal Bank Ltd., Gauhati.

[No. 15(9)-BC/72]

नई दिल्ली, 18 जनवरी, 1974

का. आ. 298.—बैंकिंग विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध ग्राम पइनकुलम, डा. तोयूथड़म, निकट चेलक्करा, जिला त्रिचूर में दी धनलक्ष्मी बैंक लिमिटेड, त्रिचूर द्वारा धृत अचल सम्पत्ति (6.02 एकड़ भूमि) के सम्बन्ध में 4 अक्तूबर, 1974 तक लागू नहीं होंगे ।

[सं. 15(34)-बी. ओ. 3/73]

एम. बी. उसगांवकर, अवर सचिव

New Delhi, the 18th January, 1974

S.O. 298.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Dhanalakhshmi Bank Ltd., Trichur, in respect of the immovable property (6.02 acres of land) held by it at Pynkulam Village, Thozhupadam P.O. near Chelakkara, Trichur District, till the 4th October 1974.

[No. 15(34)-B.O. III/73]

M. B. USGAONKAR, Under secy.

वाणिज्य मंत्रालय

आदेश

नई दिल्ली, 2 फरवरी, 1974

का आ. 299.—यतः भारत के निर्यात व्यापार के विकास के लिए, भारत सरकार के वाणिज्य मंत्रालय की मछली तथा मछली उत्पाद क्वालिटी नियंत्रण और निरीक्षण से संबंधित अधिसूचना सं. का. आ. 771, तारीख 6 मार्च, 1965 में संशोधन करने के लिए कतिपय प्रस्ताव, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 2 के उप-नियम (2) की अपेक्षानुसार, भारत सरकार के वाणिज्य मंत्रालय के आदेश सं. का. आ. 1933, तारीख 14 जुलाई, 1973 के अन्तर्गत भारत के राजपत्र भाग 2, खंड 3, उपखंड (2), तारीख 14 जुलाई, 1973 में प्रकाशित किए गए थे ;

और यतः उन सभी व्यक्तियों से जिनका उनसे प्रभावित होना संभाव्य था 12 अगस्त, 1973 तक आक्षेप तथा सुझाव मांगे गए थे ।

और यतः उक्त राजपत्र की प्रतियां जनता को 14 जुलाई, 1973 को उपलब्ध करा दी गई थीं ;

और यतः उक्त प्रारूप के संबंध में जनता से कोई आक्षेप तथा सुझाव प्राप्त नहीं हुए थे ,

अतः, अब, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, निर्यात निरीक्षण परिषद् से परामर्श करने के पश्चात्, यह राय होने पर कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 771, तारीख 6 मार्च, 1965 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के उपाबन्ध में, "(क) प्रशीतित झिंगे (श्रिम्प) के लिए विनिर्देश" शीर्षक के अन्तर्गत, कोएगुलेज पाजिटिव स्टैफिलोकोकस प्रतिग्राम संख्या, अधिकतम से संबंधित क्रम संख्या (8) के सामने, स्तम्भ 3, 4, 5 तथा 6 में, "100" अंक अन्तःस्थापित किए जाएंगे ।

[सं. 6(2)/71-नि. नि. तथा नि. सं.]

MINISTRY OF COMMERCE

New Delhi, the 2nd February, 1974

S.O. 299.—Whereas for the development of the export trade of India certain proposals for amending the notification of the Government of India in the Ministry of Commerce S.O. 771, dated the 6th March, 1965, relating to quality control and inspection of fish and fish products were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964, in the Gazette of India Part II, Section 3, Sub-section (ii), dated the 14th July, 1973, under the Order of the Government of India in the Ministry of Commerce, No. S.O. 1933, dated the 14th July, 1973 ;

And whereas objections and suggestions were invited till the 12th August, 1973, from all persons likely to be effected thereby ;

And whereas copies of the said Gazette were made available to the public on 14th July 1973 ;

And whereas no objections and suggestions were received from the public on the said draft ;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963, (22 of 1963), the Central Government, after consulting the Export Inspection Council, being of the opinion that it is necessary and expedient so to do for the development of the export trade of India, hereby makes the following amendment in the notification of the Government of India in the Ministry of Commerce, No. S.O. 771, dated the 6th March, 1965, namely :—

In the Annexure to the said notification under the heading "(A) SPECIFICATION FOR FROZEN PRAWNS (SHRIMPS)", against Serial Number (viii) relating to Coagulase positive Staphylococcus, count per gram, maximum, in columns 3, 4, 5, and 6, the figures "100" shall be inserted.

[No. 6(2)/71-EI & EP.]

का. आ. 300.—यतः भारत के निर्यात व्यापार के विकास के लिए, भारत सरकार के वाणिज्य मंत्रालय के मैंढक की टांगों के क्वालिटी नियंत्रण और निरीक्षण से संबंधित अधिसूचना सं. का. आ. 491, तारीख 11 फरवरी, 1966 में संशोधन करने के लिए कतिपय प्रस्ताव, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 2 के उपनियम 2) की अपेक्षानुसार, भारत सरकार के वाणिज्य मंत्रालय के आदेश सं. का. आ. 1932, तारीख 14 जुलाई, 1973 के अन्तर्गत, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2), तारीख 14 जुलाई 1973 में प्रकाशित किए गए थे ;

और यतः उन सभी व्यक्तियों से जिनका उनसे प्रभावित होना संभाव्य था 12 अगस्त, 1973 तक आक्षेप तथा सुझाव मांगे गए थे ,

और यतः उक्त राजपत्र की प्रतियां जनता को 14 जुलाई, 1973 को उपलब्ध करा दी गई थीं ;

और यतः उक्त प्रारूप के संबंध में जनता से कोई आक्षेप तथा सुझाव प्राप्त नहीं हुए थे ;

अतः, अब, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, निर्यात निरीक्षण परिषद् से परामर्श करने के पश्चात्, यह राय होने पर कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 491, तारीख 11 फरवरी, 1966 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की अनुसूची में, क्रम संख्या 7 में, मद (3) के पश्चात्, निम्नलिखित मद अन्तःस्थापित की जाएगी, अर्थात् :—

"(4) कोएगुलेस पाजिटिव स्टैफिलोकोकस प्रतिग्राम संख्या, अधिकतम 100" ।

[सं. 6(9)/71-नि. नि. तथा नि. सं.]

एम. के. बी. भटनागर, अवर सचिव

ORDER

S.O. 300.—Whereas for the development of the export trade of India certain proposals for amending the notification of the Government of India in the Ministry of Commerce, No. S.O. 491, dated the 11th February, 1966, relating to quality control and inspection of frog legs were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964, in the Gazette of India Part II, Section 3, Sub-section (ii), dated the 14th July 1973, under the order of the Government of India in the Ministry of Commerce, No. S.O. 1932, dated, the 14th July, 1973 ;

And whereas objections and suggestions were invited till the 12th August, 1973, from all persons likely to be effected thereby ;

And whereas copies of the said Gazette were made available to the public on 14th July 1973 ;

And whereas no objections and suggestions were received from the public on the said draft ;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government, after consulting the Export Inspection Council, being of the opinion that it is necessary an expedient so to do for the development of the export trade of India, hereby makes the following amendment to the notification of the Government of India in the Ministry of Commerce, No. S.O. 491, dated the 11th February 1966 namely :—

In the Schedule to the said notification, in Serial Number 7, after item (iii), the following item shall be inserted, namely :—

"(iv) Coagulase Positive Staphylococcus Count per gram, maximum 100".

[No. 6(9)/71-EI & EP]

M. K. B. BHATNAGAR, Under Secy.

(मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 20 दिसम्बर, 1974

का. आ. 301.—सर्वश्री दि ट्रिब्यून, सेक्टर 29-सी, चंडीगढ़-20 को 1,25,500 रुपये (एक लाख पच्चीस हजार पांच सौ रुपये मात्र) के लिए एक आयात लाइसेन्स सं. पी/ए/1376653/सी/एक्स एक्स/46/एच/36-37 दिनांक 9-2-73 प्रदान किया गया था । उन्होंने उक्त लाइसेन्स की मूद्रा विनिमय नियंत्रण प्रति की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है । यह भी बताया गया है कि मूल मुद्रा विनिमय नियंत्रण प्रति का उपयोग नहीं किया गया था ।

2. इस तर्क की पुष्टि में आवेदक ने नोटरी, चण्डीगढ़ के एक प्रमाणपत्र के साथ शपथ-पत्र दाखिल किया है । तदनुसार, मैं संतुष्ट हूं कि उक्त लाइसेन्स की मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है । इसलिए यथासंशोधित आयात (नियंत्रण) आदेश, 1955, दिनांक 7-12-1955 की उपधारा 9 (सी. सी.) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए सर्वश्री दि ट्रिब्यून चण्डीगढ़ को जारी किए गए लाइसेन्स सं. पी/ए/1376653 सी/एक्स एक्स/46/एच/36-37 दिनांक 9-2-73 की उक्त मूल मुद्रा विनिमय नियंत्रण प्रति एतद्द्वारा रद्द की जाती है ।

3. उक्त लाइसेन्स की मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि लाइसेन्सधारी को अलग से जारी की जा रही है ।

[सं. 44.5/बी. पी 66/73-74/एन पी सी 1गी]

(Office of the Chief Controller of Imports & Exports)

ORDER

New Delhi, the 20th December, 1973

S.O. 301.—M/s. The Tribune, sector 29-C, Chandigarh-20, were granted an import licence No. P/A/1376653/C/XX/49/H/36-37 dated 9-2-73 for Rs. 1,25,500 (Rupees One Lakh Twenty Five Thousand and Five Hundred only). They have applied for the issue of a duplicate Exchange Control Purposes copy of the said licence on the ground that the original Exchange Control Purposes copy has been lost. It is further stated that the original Exchange Control unutilised

2. In support of this contention the applicant has filed an affidavit along with a certificate from Notary Chandigarh. I am accordingly satisfied that the original Exchange Control Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under Sub-clause 9(cc) of the Imports (Control) Order, 1955 dated 7-12-55 as amended the said original Exchange Control Purposes copy of licence No. P/A/1376653/C/XX/46/H/36-37, dated 9th February, 1973 issued to M/s. The Tribune, Chandigarh, is hereby cancelled.

3. A duplicate Exchange Control Purposes copy of the said licence is being issued separately to the licencee.

[No. 44. V/BP-66/73-74/NPCIB]

आदेश

नई दिल्ली, 18 जनवरी, 1974

का. आ. 302.—सर्वश्री एशोसिएटेड जार्नल्स, 1 विशेश्वर नाथ रोड, लखनऊ को 1,22,300 रुपये (एक लाख बाईस हजार तीन सौ रुपये मात्र) के लिए एक आयात लाइसेन्स संख्याः पी/ए/1378091/आर/केके/48/एच/37-38 दिनांक 24-7-73 प्रदान किया गया था । उन्होंने उक्त लाइसेंस की अनुलिपि सीमा-शुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति खो गई/अस्थानस्थ हो गई है । आगे यह बताया गया है कि मूल

सीमाशुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति किन्ही सीमाशुल्क प्राधिकारियों के पास पंजीकृत नहीं करायी थी और उसका कुछ भी उपयोग नहीं किया गया था। इसलिए, दिनांक 5-11-73 को उस पर 1,22,300 रुपये शेष उपलब्ध था।

2. अपने तर्क के समर्थन में आवेदक ने शपथ आयुक्त सिविल कोर्ट, लखनऊ के एक प्रमाण-पत्र के साथ एक शपथ-पत्र दाखिल किया है। तदनुसार मैं संतुष्ट हूं कि मूल सीमाशुल्क प्रयोजन मुद्रा विनिमय नियंत्रण प्रयोजन प्रति खो गई है। इसलिए यथा संशोधित आयात (नियंत्रण) आदेश, 1955, दिनांक 7-12-55 की उपधारा 9 (सीसी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग कर सर्वश्री एसोसिएटिड जर्नल्स लि., लखनऊ को जारी किए गए लाइसेंस संख्याः पी/एस/1378091/आर/केके/48/एच/37-38, दिनांक 24-7-73 की उक्त मूल सीमा-शुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति को एतद्द्वारा रद्द किया जाता है।

3. उक्त लाइसेंस की अनुलिपि सीमा-शुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रयोजन प्रति लाइसेंसधारी को अलग से जारी की जा रही है।

[संख्या : 6-ए/67-5/72-73/एनपीसी-1-ए]

ORDER

New Delhi, the 18th January, 1974

S.O. 302.—M/s. Associated Journals, 1, Bisheshwar Nath Road, Lucknow were granted an import licence No. P/A/1378091/R/KK/48/H/37-38 dated 24-7-1973 for Rs. 1,22,300/- (Rupees One lakh twenty two thousand and three hundred only). They have applied for the issue of a duplicate Customs Purposes/Exchange Control Purposes copy of the said licence on the ground that the original Customs Purposes/Exchange Control Purposes copy has been lost/misplaced. It is further stated that the original Customs Purposes/Exchange Control copy was not registered with the Customs authorities, was unutilised, therefore the balance available on it was Rs. 1,22,300/- as on 5-11-1973.

2. In support of this contention the applicant has filed an affidavit along with a certificate from Commissioner of affidavits Civil Court, Lucknow. I am accordingly satisfied that the original Customs Purposes/Exchange Control Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under Sub-clause 9(cc) of the Imports (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs Purposes/Exchange Control Purposes copy of licence No. P/A/1378091/R/KK/48/H/37-38 dated 24-7-1973 issued to M/s. Associated Journals Ltd., Lucknow is hereby cancelled.

3. A duplicate Customs Purposes/Exchange Control Purposes copy of the said licence is being issued separately to the licencee.

[No. 6-A/67-V/72-73/NPCIA]

आदेश

का. आ. 303.—सर्वश्री जयहिन्द प्रिन्टिंग प्रेस, प्रताप बिल्डिंग नेहरू गार्डन रोड, जलन्धर को 495000 (चार लाख पचानवे हजार रू. मात्र) का एक आयात लाइसेंस संख्या पी/ए/1375570/आर/केके/एच/35-36 दिनांक 5-1-73 स्वीकृत किया गया था। उन्होंने उपर्युक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्यसंबंधी प्रति के लिए इस आधार पर आवेदन किया है मूल सीमा-शुल्क कार्यसंबंधी प्रति खो गई। अरनाम्थ हो गई है। आगे यह बताया गया है कि मूल सीमा-शुल्क कार्यसंबंधी प्रति सीमा-शुल्क प्राधिकारियों के पास पंजीकृत नहीं कराई गई थी और उसका उपयोग नहीं किया गया था। इसलिए इसमें 21-2-73 को 495000 रु शेष उपलब्ध था।

इस तर्क के समर्थन में आवेदक ने शपथ आयुक्त के एक प्रमाण पत्र के साथ एक शपथ पत्र दाखिल किया है। मैं तदनुसार संतुष्ट हूं कि उक्त लाइसेंस की मूल सीमाशुल्क कार्यसंबंधी प्रति खो गई है। इसलिए यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उप-धारा 9 (सीसी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए सर्वश्री जय हिन्द प्रिन्टिंग प्रेस, जलन्धर को जारी किए गए लाइसेंस सं. पी/ए/1375570/आर/केके/46/एच/35-36 दिनांक 5-1-73 की मूल सीमाशुल्क कार्यसंबंधी प्रति को एतद्द्वारा रद्द किया जाता है।

लाइसेंसधारी को उपर्युक्त लाइसेंस की अनुलिपि सीमाशुल्क कार्यसंबंधी प्रति अलग से जारी की जा रही है।

[संख्या 5-जे/67-5/70-71/एनपीसी 1-ए]

सरदूल सिंह, उप-मुख्य नियंत्रक, आयात-निर्यात

ORDER

S.O. 303.—M/s. Jai Hind Printing Press, Pratap Building, Nehru Garden Road, Jullundur, were granted an import licence No. P/A/1375570/R/KK/46/H/35-36 dated 5-1-1973 for Rs. 4,95,000/- (Rupees Four lakhs & ninety five thousand only). They have applied for the issue of a duplicate Customs Purposes copy of the said licence on the ground that the original Customs Purposes copy has been lost/misplaced. It is further stated that the original Customs Purposes copy was not registered with the Customs authoritise at and was unutilised. Therefore bulance available on it was Rs. 495,000 as on 21-12-1973.

2. In support of this contention the applicant has filed an affidavit along with a certificate from Oath Commissioner, Delhi. I am accordingly satisfied that the original Customs Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under Sub-clause 9(cc) of the Imports (Control) Order, 1955 dated 7-12-55 as amended the said original Customs Purposes copy of licence No. P/A/1375570/R/KK/46/H/35-36 dated 5-1-1973 issued to M/s. Jai Hind Printing Press Jullundur is hereby cancelled.

3. A duplicate Customs Purposes copy of the said licence is being issued separately to the licencee.

[No. 5-J/67-V/70-71/NPCIA]

SARDUL SINGH, Dy. Chief Controller Imports & Exports.

नई दिल्ली, 4 जनवरी, 1974

आदेश

का. आ. 304.—सर्वश्री पूर्ण सिंह लक्ष्मण सिंह, बी/13-14 मोहाली व इन्डस्ट्रियल एरिया मोहाली (डिस्ट्रिक्ट रोपड़) पंजाब को 1,70,173 रु. (डी एम 75249) के एक आयात लाइसेंस संख्याः पी/सी जी/2068657/एस/जी एन/49/एच/37-38, दिनांक 24-10-1973 स्वीकृत किया गया था। उन्होंने अनुलिपि आयात लाइसेंस (दोनों प्रतियों) के लिए इस आधार पर आवेदन किया है कि विषयाधीन आयात लाइसेंस उनके द्वारा खो गया/अस्थानस्थ हो गया है।

इस तर्क के समर्थन में आवेदक ने उच्च न्यायालय पंजाब तथा हरियाणा, अमृतसर द्वारा नियुक्त शपथ-आयुक्त के सम्मुख शपथ लेते हुए एक शपथ पत्र दाखिल किया है। मैं अब तदनुसार संतुष्ट हूं कि मूल लाइसेंस खो गया है। इसलिए तथा संशोधित आयात (नियंत्रण) आदेश, 1955, दिनांक 7-12-1955 की उप-धारा 9 (सीसी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए सर्वश्री पूर्ण सिंह, लक्ष्मण सिंह, मोहाली इन्डस्ट्रियल एरिया, डिस्ट्रिक्ट रोपड पंजाब को जारी किए गए मूल लाइसेंस संख्या पी/सीजी/2068657/एस/जी एन/49/एच/37-38, दिनांक 24-10-73 को एतद् द्वारा रद्द किया जाता है।

3. उपर्युक्त लाइसेंस की अनुलिपि प्रति अलग से जारी की जा रही है।

[संख्या: 30(7)/73-74/सी जी/1]

जे. शंकर, उप-मुख्य नियंत्रक

ORDER

New Delhi, the 4th January, 1973

S.O. 304.—M/s. Suran Singh Lachman Singh, B/13-14, Mohali Industrial Area, Mohali (Dist. Rupar) Punjab were granted import licence No. P/CG/2068657/S/GN/49/H/37-38 dated 24-10-1973 for Rs. 1,70,173 (DM 75249). They have applied for the issue of a duplicate import licence (both copies) on the ground that the import licence in question has been lost/misplaced by them.

2. In support of this contention, the applicant has filed an affidavit duly sworn in before Oath Commissioner appointed by The High Court of Punjab and Haryana, Amritsar. I am accordingly satisfied that the original licence has been lost. Therefore, in exercise of the power conferred under sub-clause 9(cc) of the Imports (Control) Order, 1955 dated 7-12-1955 as amended, the said original licence No. P/CG/2068657/S/GN/49/H/37-38 dated 24-10-1973 issued to M/s. Suran Singh Lachman Singh, Mohali Industrial Area, Dist. Rupar Punjab is hereby cancelled.

3. A duplicate of the said licence is being issued separately.

[No. 30(7)/73-74/CG. I.]
J. SHANKER, Dy. Chief Controller.

औद्योगिक विकास, विज्ञान, तथा प्रौद्योगिकी मन्त्रालय

(भारतीय मानक संस्था)

नई दिल्ली, 18 जनवरी, 1974

का० आ० 305.—भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम 1955 के विनियम 7 के उपविनियम (3) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि विभिन्न उत्पादों की प्रति इकाई मुहर लगाने की फीसें नीचे अनुसूची में दिए गए ब्यौरे के अनुसार निर्धारित की गई है। ये फीसें आगे दिखाई गई तिथियों से लागू की जाएंगी।

अनुसूची

क्रम संख्या	उत्पाद/उत्पाद का वर्ग	सम्बद्ध भारतीय मानक की पद-संख्या और शीर्षक	इकाई	प्रति इकाई मुहर लगाने की फीस	लागू होने की तिथि
1.	छूरी अलग हो सकने वाले सर्जिकल स्कालपेल (वार्ड पार्कर टाइप)	IS:3319-1965 छूरी अलग हो सकने वाले सर्जिकल स्कालपेल (वार्ड पार्कर टाइप) की विशिष्टि	1000 छूरियां	(1) पहली 1000 इकाइयों के लिए रु० 2.00 प्रति इकाई (2) अगली 1000 इकाइयों के लिए रु० 1.00 प्रति इकाई, और (3) शेष इकाइयों के लिए 50 पैसे प्रति इकाई।	16 अगस्त 1972
2.	16-मिमी सुश्राव्य वाक् तथा चित्र सिनेमा प्रोजेक्टर	IS:1497-1968 16-मिमी सुश्राव्य वाक् तथा चित्र सिनेमा प्रोजेक्टर की विशिष्टि	1 प्रोजेक्टर	रु० 5.00	16 दिसम्बर 1973
3.	द्रवित पेट्रोलियम गैसों वाले ग्रिलर सहित घरेलू पाक चुल्हे (कुकिंग रेंज)	IS:4760-1968 द्रवित पेट्रोलियम गैसों वाले ग्रिलर सहित घरेलू पाक चुल्हों की विशिष्टि	1 गैस का चूल्हा	(1) पहली 1000 इकाइयों के लिए रु० 3.00 प्रति इकाई, (2) अगली 2000 इकाइयों के लिए रु० 2.00 प्रति इकाई, और (3) शेष इकाइयों के लिए रु० 1.00 प्रति इकाई	1 दिसम्बर 1973

[सं० सी एम डी/13:10]

MINISTRY OF INDUSTRIAL DEVELOPMENT, SCIENCE AND TECHNOLOGY

(Indian Standards Institution)

New Delhi, the 18 January, 1974

S.O. 305.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee(s) per unit for various products, details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the dates shown against each:

SCHEDULE

Sl. No.	Product/Class of Product	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit	Date of Effect
1.	Surgical scalpels with detachable blades (Bard Parker type)	IS: 3319-1965 Specification for surgical scalpels with detachable blades (Bard Parker type)	1000 Blades	(i) Rs. 2.00 per unit for the first 1000 units ; (ii) Re 1.00 per unit for the next 1000 units; and (iii) 50 Paise per unit for the remaining units.	16 Aug. 1972
2.	16-mm portable sound-and-picture cinematograph projectors.	IS: 4497-1968 Specification for 16-mm portable sound-and-picture cinematograph projectors.	1 Projector	Rs. 5.00	16 Dec. 1973
3.	Domestic cooking ranges including grillers, for use with liquefied petroleum gases.	IS: 4760-1968 Specification for domestic cooking ranges including grillers, for use with liquefied petroleum gases.	1 Cooking Range	(i) Rs. 3.00 per unit for the first 1000 units; (ii) Rs. 2.00 per unit for the next 2000 units ; and (iii) Re 1.00 per unit for the remaining units.	1 Dec. 1973

[No. CMD/13:10]

नई दिल्ली, 21 जनवरी, 1974

का० आ० 306.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम 1955 के विनियम के 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या सी एम/एल 3208 जिनके ब्यौरे नीचे अनुसूची में दिए गए हैं, लाइसेंसधारी के अपने अनुरोध पर 1 नवम्बर, 1973 से रद्द कर दिया गया है क्योंकि लाइसेंस के अधीन उत्पाद के लिए तकनीकी सामग्री के उपलब्ध न होने के कारण वह उत्पादन जारी रखने का इच्छुक नहीं है।

अनुसूची

क्रम संख्या	लाइसेंस संख्या और तिथि	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक और शीर्षक
1.	सी एम/एल-3208 3 नवम्बर, 1972	मैसर्स मैसूर एग्रो केमिकल्स, अंसारी रोड, बंदर, मंगलौर-1 (मैसूर राज्य)।	डी डी टी पायसनीय तेज द्रव	IS:633-1556 डी डी टी/पायसनीय तेज द्रव की विशिष्टि।

[सं० सी एम डी/55:3208 (ए एफ डी)]

डी० दास गुप्ता, उपमहानिदेशक

New Delhi, the 21st January, 1974

S.O.306.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution hereby notifies that licence No. CM/L-3208, particulars of which are given below has been cancelled with effect from 1 November, 1973, as the licensee is not interested to continue the licence due to the non-availability of the technical material necessary for the formulation.

Sl. No.	Licence No. and date	Name and Address of the Licensee	Articles/Process Covered by the licences cancelled	
1.	CM/L-3208 3 Nov. 1972	M/s. Mysore Agro Chemicals, Ansari Road, Bunder, Mangalore-1 (Mysore State)	DDT Emulsifiable Concentrates	IS: 633-1956 Specification for DDT Emulsifiable Concentrates.

[No. CMD/55:3208 (AFD)]

D. DAS GUPTA, Deputy Director General

इस्पात और खान मंत्रालय

(इस्पात विभाग)

लोहा और इस्पात नियन्त्रण

आदेश

कलकत्ता, 16 जनवरी, 1974

का० आ० 307.—आदेश संख्या इ एस एम कम/इ पि डि इ/81, दिनांक 3-3-1973, गेजेट आफ इन्डिया, पार्ट 2, सब सैक्शन (2) में प्रकाशित हुआ कि मेसर्स इन्डियन स्टील एन्ड वायर प्रोडक्टस लिमिटेड, इन्द्रनगर, जामसेद-पूर–8 द्वारा मेसर्स रोड मास्टर इन्डास्ट्रीज आफ इन्डिया प्राइवेट लिमिटेड, राजपुरा, पंजाब को दिये गये 140.612 एम०/टि० एच बि वायर और 57.370 एम्०/टि० एम एस वायर इंजिनियरिंग सामान निर्यात करने के लिये, को बातिल किया जाय।

[न०सि०/ 38(5)/73]

आदेशानुसार

टि० घोष, अधिकर्ता एक्सपोर्ट प्रोडक्शन तथा नियंत्रक

MINISTRY OF STEEL & MINES

(Department of Steel)

Iron and Steel Control

Calcutta, 16th Jan., 1974

ORDER

S.O. 307.— Order No. ESS-COMM/EPDE/81, dt. 3-3-1973, published in the Gazette of India, Part II, Section 3, Sub-section (ii), for supply of 140.612 M/T H. B. Wire and 57.370 M/T M.S. Wire by M/s. Indian Steel & Wire Products Ltd., Indranagar, Jamshedpur-8, to M/s. Road-master Industries of India (P.) Ltd., Rajpura, Punjab, for the purpose of manufacture of Engineering Goods for export, may be treated as cancelled.

[No. C/38(5)/73]

By Order

T. GHOSH, Director of Export Production and Controller.

(खान विभाग)

नई दिल्ली, 14 जनवरी, 1974

का० आ० 308.—यतः केन्द्रीय सरकार को ऐसा प्रतीत होना है कि संलग्न अनुसूची में वर्णित भूमि में से कोयला प्राप्त होने की संभावना है;

अतः अब, कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्द्वारा उसमें कोयले के लिये पूर्वेक्षण करने के अपने आशय की सूचना देती है।

नोट I:—इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र की योजना का राष्ट्रीय कोयला विकास निगम लिमिटेड (राजस्व अनुभाग), दरभंगा हाऊस, रांची के कार्यालय अथवा उपायुक्त, बेतुल (मध्य प्रदेश) के कार्यालय अथवा कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कलकत्ता के कार्यालय में निरीक्षण किया जा सकता है।

नोट II :—इस अनुसूची में उल्लिखित भूमि में रुचि रखने वाले सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में उल्लिखित सभी मानचित्र, चार्ट और अन्य दस्तावेज, इस अधिसूचना के प्रकाशन की तारीख से 90 दिन के भीतर उपमुख्य अधिकारी, राजस्व, राष्ट्रीय कोयला विकास निगम लिमिटेड, दरभंगा हाऊस, रांची को भेजेंगे।

अनुसूची

पाथखेड़ा—II खण्ड

पाथखेड़ा कोयला क्षेत्र

ड्राइंग सं० राजस्व/127/73

तारीख 13-9-73

(पूर्वेक्षण के लिए अधिसूचित भूमि दर्शित है)

खण्ड क

क्रम सं०	ग्राम	थाना सं०	ग्राम सं०	तहसील	जिला	क्षेत्र	टिप्पणी
1.	बागदोना	23	453/1	बेतुल	बेतुल		भाग
2.	छत्तरपुर	—	—	"	"		"
3.	सोखापुर	—	—	"	"		"

कुल क्षेत्र : 180.00 एकड़ (लगभग)
अथवा : 72.84 हेक्टेयर्स (लगभग)

सीमा वर्णन

क–ख लाइन ग्राम छत्तरपुर और बागदोना से होकर गुजरती है।

ख-ग-घ लाइन ग्राम बागदोना, बागदोना और सोखापुर, सोखापुर और

ङ-च आरक्षित बन की भागतः सामान्य सीमा के साथ होकर गुजरती है अर्थात् कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7(1) के अधीन राष्ट्रीय कोयला विकास निगम की अधिसूचित भूमि की भागतः सामान्य सीमा के साथ भी।

च-क लाइन ग्राम सोखापुर और छत्तरपुर से होकर गुजरती है और प्रारंभिक बिन्दु 'क' पर मिलती है।

खण्ड ख

क्रम सं०	ग्राम	थाना सं०	ग्राम	तहसील	जिला	क्षेत्र	टिप्पणी
1.	रानीपुर	(आर०-एफ०)	—	बेतुल	बेतुल		भाग

कुल क्षेत्र 0.90 एकड़ (लगभग)
अथवा 0.37 हेक्टेयर्स (लगभग)

सीमा वर्णन

च-छ लाइन रानीपुर आरक्षित बन से होकर गुजरती है।

घ-ज लाइन रानीपुर आरक्षित बन से होकर गुजरती है।

ज-च लाइन रानीपुर आरक्षित बन से होकर गुजरती है (अर्थात् कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन, राष्ट्रीय कोयला विकास निगम की अर्जित भूमि की भागतः सामान्य के सीमा के साथ होकर गुजरती है) और प्रारंभिक बिन्दु 'क' 'च' पर मिलती है।

[फा० सं० कों-5–25(11)/73]

ए० एस० वेंकटपाण्डे, अवर सचिव

(Department of Mines)

New Delhi, 14th January, 1974

S. O. 308.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

Note I:—The plan of the area covered by this notification can be inspected in the office of the National Coal Development Corporation Limited, (Revenue Section), Darbhanga House, Ranchi or in the office of the Collector, Betul (Madhya Pradesh) or in the office of the Coal Controller, I, Coucil House Street, Calcutta.

Note II:—All persons interested in the land mentioned in the said Schedule shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Deputy Chief of Revenue of the National Coal Development Corporation Limited, Darbhanga House, Ranchi within 90 days from the date of publication of this notification.

SCHEDULE

Pathakhera—II Extension

Pathakhera Coalfield

DRG. No. Rev/127/73

Dated 13-9-73

(Showing lands notified for prospecting)

Block A

Sl. No.	Village	P.C. No.	Village No.	Tahsil	District	Area	Remarks
1.	Bagdona	23	453/1	Betul	Betul	Part	
2.	Chhatarpur	—	—	,,	,,	,,	
3.	Sovapur	—	—	,,	,,	,,	

Total area : 180.00 acres (approximately or:—72.84 hectares (approximately)

Boundary description:

A-B	line passes through village Chhatarpur and Bagdona.
B-C-D-E-F	lines pass through village Badgona, along part Common boundary of village Bagdona and Sovapur, Sovapur and Reserve Forest (i.e. also along the part common boundary of National Coal Development Corporation's notified area under section 7(1) of Coal Bearing Areas (Acquisition and Development Act, 1957).
F-A	line passes through village Sovapur and Chhatarpur and meets at starting point 'A'.

Block B

Sl. No.	Village	P.C. No.	Village No.	Tahsil	District	Area	Remarks
1.	Ranipur (R.F.)	—	—	Betul	Betul	Part	

Total area:— 0.90 acre (approximate) or:— 0.37 hectare (approximate)

Boundary description :

G-H	line passes through Ranipur Reserve Forest.
H-I	line passes through Ranipur Reserve Forest.
I-G	line passes through Ranipur Reserve Forest (i.e. along the part common boundary of National Coal Development Corporation's acquired land under section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, (1957) and meets at starting point 'A' 'G'.

[File No. C5-25(11)/73]

A. S. DESHPANDEY, Under Secy.

पैट्रोलियम और रसायन मंत्रालय

(पैट्रोलियम विभाग)

नई दिल्ली, 17 जनवरी, 1974

शुद्धि पत्र

का० आ० 309 —भारत सरकार के राजपत्र, भाग 11, खंड 3, उप-खंड (ii), दिनांक, 14 अक्तूबर, 1972, पृष्ठ संख्या 4180 से 4192 तक प्रकाशित पैट्रोलियम और रसायन मंत्रालय (पैट्रोलियम विभाग) में भारत सरकार की अधिसूचना का० आ० सं० 2804 में—

गांव का नाम : कारोली, तालुका-कालोल, जिला महेसाना के अन्तर्गत

सर्वे संख्या	हैक्टर	ए आर ई	पी० ए आर
3	0	27	96
352	0	18	24

के स्थान पर निम्नलिखित को पढ़ा जाये

सर्वे संख्या	हैक्टर	ए आर ई	पी० ए आर
3	0	12	07
352	0	14	40

[संख्या 11(2)/72 एल एण्ड एल]

बी० आर० भल्ला, अवर सचिव

MINISTRY OF PETROLEUM AND CHEMICALS

(Department of Petroleum)

New Delhi, the 17th January, 1974

ERRATUM

S. O. 309.—In the notification of Government of India in the Ministry of Petroleum & Chemicals (Department of Petroleum) S. O. No. 2804 in the Gazette of Government of India, Part II, Section 3, Sub-Section (ii) dated 14th October, 1972, page Nos. 4180 to 4192. Name of village KAROLI, Taluka-Kalol, District-Mehsana.

FOR				READ			
Survey No.	Hectare	Are	P.Are	Survey No.	Hectare	Are	P.Are
3	0	27	96	3	0	12	07
352	0	18	24	352	0	14	40

[No. 11 (2)/72-L&L]

B. R. BHALLA, Under Secy.

कृषि मंत्रालय

(कृषि विभाग)

नई दिल्ली, 2 जनवरी, 1974

का. आ. 310.—पशु क्रूरता निवारण अधिनियम, 1960 (1960 का 59) की धारा 15 की उप धारा (1) के अनुसरण में केन्द्रीय सरकार, लोक सभा के सदस्य श्री आर. डी. निम्बलकर तथा राज्य सभा के सदस्य डा. एम. आर. व्यास को दिनांक 19-1-73 की इसी संख्या की अधिसूचना द्वारा पुनर्गठित जीवजन्तु परीक्षण, नियन्त्रण और पर्यवेक्षण समिति के सदस्य नियुक्त करती है ।

उपर्युक्त अधिसूचना की क्रम संख्या 2 तथा 3 के स्थान पर निम्नलिखित प्रविष्टियां प्रतिस्थापित की जायें :—

2. श्री आर. डी. निम्बलकर,
संसद सदस्य (लोक सभा)

3. डा. एम. आर. व्यास,
संसद सदस्य (राज्य सभा)

[सं. 34-2/72-एल.डी-1]

वी. के. मलिक, निदेशक (पशु पालन)

MINISTRY OF AGRICULTURE

(Department of Agriculture)

New Delhi, the 2nd January, 1974

S.O. 310.—In pursuance of sub-section (1) of section 15 of the Prevention of Cruelty to Animals Act, 1960 (59 of 1960), the Central Government hereby appoint Shri R. D. Nimbalkar Member, Lok Sabha and Dr. M. R. Vyas Member, Rajya Sabha as members of the Committee for Controlling and Supervising Experiments on Animals reconstituted vide Notification of even number dated 19-1-73.

In the said notification against S. No. 2 & 3, the following entries may be substituted, namely:—

2. Shri R. D. Nimbalkar, M.P. (Lok Sabha)
3. Dr. M. R. Vyas, M.P. (Rajya Sabha)

[34-2/72-L.D. I]

V. K. MALIK, Director (Animal Husbandary)

संचार मंत्रालय

(डाक-तार बोर्ड)

नई दिल्ली, 22 जनवरी, 1974

का. आ. 311.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने गोबीचेट्टीपालियम टेलीफोन केन्द्र में दिनांक 16-2-74 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है ।

[सं. 5-5/74-पी. एच. बी.]

पी. सी गुप्ता, सहायक महानिदेशक (पी.एच.बी.)

MINISTRY OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 22nd January, 1974

S.O. 311.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 16-2-1974 as the date on which the Measured Rate System will be introduced in GOBICHETTIPALAYAM Telephone Exchange Tamil Nadu Circle.

[No. 5-5/74-PHB.]

P. C. GUPTA, Asstt. Director General (PHB)

श्रम और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली, 8 मई, 1973

का. आ. 312.—यतः मुम्बई अनरजिस्ट्रीकृत डाक निकासी और अग्रेषण कर्मकार (नियोजन का विनियमन) स्कीम, 1972 का प्रारूप स्कीम डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 4 की उपधारा (1) द्वारा यथा अपेक्षित भारत सरकार, श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का. आ. 5272 तारीख 8 दिसम्बर, 1972 के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2) तारीख 23 दिसम्बर, 1972 में पृष्ठ 5762-5771 पर प्रकाशित हुई थी जिसमें उन सभी व्यक्तियों से राजपत्र में उक्त अधिसूचना के प्रकाशन की तारीख से दो मास की समाप्ति तक आक्षेप या सुझाव मांगे गये थे जिनका उनसे प्रभावित होना संभाव्य था ।

और यतः उक्त राजपत्र जनता को 23 दिसम्बर 1972 को उपलब्ध कराया गया था ।

और यतः केन्द्रीय सरकार द्वारा उन आक्षेपों और सुझावों पर जो कि जनता से उक्त प्रारूप के बारे में प्राप्त हुए थे, विचार कर लिया गया है ।

अतः अब उक्त अधिनियम की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार मुम्बई पत्तन के लिए निम्नलिखित स्कीम बनाती है, अर्थात् :—

1. **संक्षिप्त नाम और प्रारम्भ.**—(1) इस स्कीम का संक्षिप्त नाम मुम्बई अनरजिस्ट्रीकृत डाक निकासी और अग्रेषण कर्मकार (नियोजन का विनियमन) स्कीम, 1973 (जिसे इसमें इसके पश्चात् स्कीम कहा गया है) है ।

(2) यह स्कीम राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगी ।

2. **उद्देश्य और लागू होना.**—(1) इस स्कीम के उद्देश्य डाक निकासी और अग्रेषण कर्मकारों के लिए नियोजन की अधिक नियमितता सुनिश्चित करना और यह सुरक्षित करना है कि डाक निकासी और अग्रेषण कार्य के दक्षतापूर्वक पालन के लिए डाक निकासी और अग्रेषण कर्मकारों की पर्याप्त संख्या उपलब्ध हो ।

(2) इस स्कीम का संबंध मुम्बई पत्तन से है और यह उन सभी कर्मकारों को लागू होती है जो मुम्बई की डाकों में निकासी के लिए आयातित और निर्यातित माल के लदान, उतराई और

परिवहन में लगे हुए हैं, किन्तु यह निम्नलिखित को लागू नहीं होगी—

(क) उन कर्मकारों को जो निम्नलिखित के लदान और उतराई की क्रियाओं में लगे हुए हैं :—

(1) सूती गांठें और नारियल की बोरियां,

(2) सूखे मेवे और खजूर और मौसमी नौभार,

(3) वे नौभार जो बन्दरगाहों से उतारे गए हों और जिनकी वहां से निकासी की गई हो,

(4) खाल और चमड़ा

(ख) हाथगाड़ी चालक।

(3) स्कीम खंड 3 में यथापरिभाषित सूचीकृत कर्मकारों और सूचीकृत नियोजकों को लागू होगी।

(4) इस स्कीम की कोई भी बात भारतीय नौसैनिक डाक-यार्ड मुम्बई के किसी वर्ग या प्रकार के डाक काम और डाक कर्मकारों को लागू नहीं होगी।

3. **परिभाषाएं.**—स्कीम में जब तक कि सन्दर्भ में अन्यथा अपेक्षित न हो,

(क) "अधिनियम" से डाक कर्मकार (नियोजक का विनियमन) अधिनियम, 1948 (1948 का 9) अभिप्रेत है,

(ख) "प्रशासनिक निकाय" से खंड 4 के अधीन नियुक्त प्रशासनिक निकाय अभिप्रेत है,

(ग) "बोर्ड" से अधिनियम के अधीन गठित मुम्बई डाक श्रम बोर्ड अभिप्रेत है,

(घ) "अध्यक्ष" से बोर्ड का अध्यक्ष अभिप्रेत है,

(ङ) "दैनिक कर्मकार" से ऐसा सूचीकृत कर्मकार अभिप्रेत है जो मासिक कर्मकार नहीं है,

(च) "उपाध्यक्ष" से बोर्ड का उपाध्यक्ष अभिप्रेत है,

(छ) "नियोजक" से वह व्यक्ति अभिप्रेत है जिसके द्वारा कोई कर्मकार नियोजित किया गया हो या नियोजित किया जाए और इसके अन्तर्गत खंड 13(3) के अधीन गठित नियोजक-समूह भी आता है,

(ज) "डाक-कार्य" से ऐसे स्थानों या परिसरों पर जिनसे इस स्कीम का संबंध है, निकासी और अग्रेषण संक्रिया अभिप्रेत है जिनका पालन सामान्यतया उन वर्गों या प्रकारों के कर्मकारों द्वारा किया जाता है जिनको स्कीम लागू होती है,

(झ) "नियोजक-रजिस्टर" से स्कीम के अधीन रखा गया नियोजकों का रजिस्टर अभिप्रेत है,

(ञ) "श्रम अधिकारी" से खंड 2 के अधीन प्रशासनिक निकाय द्वारा नियुक्त किया गया हो, ऐसा श्रम अधिकारी अभिप्रेत है,

(ट) "सूचीकृत कर्मकार" से ऐसा कर्मकार अभिप्रेत है जिसका नाम तत्समय रजिस्टर या अभिलेख में प्रविष्ट है,

(ठ) "सूचीकृत नियोजक" से ऐसा नियोजक अभिप्रेत है जिसका नाम तत्समय नियोजक-रजिस्टर में प्रविष्ट हो,

(ड) "मासिक कर्मकार" से वह सूचीकृत कर्मकार अभिप्रेत है जो किसी सूचीकृत नियोजक या ऐसे नियोजक-समूह द्वारा ऐसी संविदा के अधीन मासिक आधार पर नियोजित किया गया हो जिसकी समाप्ति के लिए किसी भी पक्ष की ओर से कम से कम एक मास की सूचना अपेक्षित हो,

(ढ) "कार्मिक अधिकारी" से खंड 5 के अधीन बोर्ड द्वारा नियुक्त कार्मिक अधिकारी अभिप्रेत है,

(ण) "आरक्षित पूल" से सूचीकृत कर्मकारों का ऐसा पूल अभिप्रेत है जो काम के लिए उपलब्ध हो और जो तत्समय मासिक आधार पर किसी सूचीकृत नियोजक या नियोजक-समूह के नियोजन में मासिक कर्मकार के रूप में न हो,

(त) "अनुसूची" से स्कीम से उपाबद्ध अनुसूची अभिप्रेत है,

(थ) "सप्ताह" से ऐसी अवधि अभिप्रेत है जो शनिवार के मध्य रात्रि से प्रारम्भ होती है और अगले शनिवार की मध्य रात्रि को समाप्त होती है,

(द) "कर्मकार" से डाक निकासी और अग्रेषण कर्मकार अभिप्रेत है जो स्कीम के अधीन डाक कार्य से नियोजित हो।

4. **प्रशासनिक निकाय.**—(1) केन्द्रीय सरकार राजपत्र में अधिसूचना द्वारा निकासी और अग्रेषण कर्मकारों के ऐसे नियोजकों से मिलकर, जिन्हें केन्द्रीय सरकार इस निमित्त नामनिर्दिष्ट करे, एक निकाय या स्कीम के दिन-प्रति-दिन के प्रशासन के बंटाने के प्रयोजन के लिए कोई अन्य प्राधिकारी, प्रशासनिक निकाय के रूप में नियुक्त कर सकेगी।

(2) प्रशासनिक निकाय, बोर्ड और अध्यक्ष के पर्यवेक्षण और नियंत्रण तथा खंड 34 के उपबंधों के अधीन रहते हुए, स्कीम का दिन-प्रति-दिन का प्रशासन चलाएगा।

(3) केन्द्रीय सरकार पर्याप्त कारण से उपखंड (1) के अधीन नियुक्त किसी प्रशासनिक निकाय को निकाल सकेगी :

परन्तु प्रशासनिक निकाय को तब तक नहीं निकाला जा सकेगा जब तक उसे सुनवाई का युक्तियुक्त अवसर न दे किया गया हो।

5. **बोर्ड के कार्मिक अधिकारी और अन्य सेवक.**—बोर्ड, एक कार्मिक अधिकारी और ऐसे अन्य अधिकारी और सेवक नियुक्त कर सकेगा और उन्हें ऐसे वेतन और भत्ते दे सकेगा और उनकी सेवा के ऐसे निबन्धन और शर्तें विहित कर सकेगा जैसे वह उचित समझता है :

परन्तु ऐसा कोई पद जिसका अधिकतम वेतन भत्तों को छोड़कर एक हजार रुपए या अधिक प्रति मास है, सृजित नहीं किया जायगा और ऐसे पद पर नियुक्ति केन्द्रीय सरकार के पूर्व अनुमोदन के सिवाय नहीं की जायगी :

परन्तु यह और भी कि तीन मास से अनधिक अवधि की छुट्टी रिक्ति पर नियुक्ति करने के लिए केन्द्रीय सरकार की मंजूरी आवश्यक नहीं होगी ।

6. **बोर्ड के कृत्य.**—बोर्ड ऐसे उपाय कर सकेगा जिन्हें कि खंड 2 में वर्णित और मुम्बई डाक कर्मकार (नियोजन का विनियमन) स्कीम 1956, जहां तक वह इस स्कीम को लागू हो, के खंड 7 में अधिक विशिष्ट रूप से वर्णित हैं स्कीम के उद्देश्यों की पूर्ति के लिए वांछनीय समझे और वह निम्नलिखित के लिए भी उत्तरदायी होगा—

(क) खंड 27 के अधीन समितियों की नियुक्ति, उत्पादन या पुनर्गठन,

(ख) समय-समय पर सूचीकृत नियोजकों और सूचीकृत कर्मकारों की सूचीगत संख्या का अवधारण और उसका पुनर्विलोकन तथा ऐसी किसी सूचीगत संख्या में वृद्धि या कमी,

(ग) नियोजकों की एक सूची रखना और उसे बनाए रखना, उसमें किसी नियोजक के नाम को प्रविष्ट या पुनर्प्रविष्ट करना और जहां परिस्थितियों से ऐसा अपेक्षित हो वहां किसी नियोजक का नाम या तो उसके अपने निवेदन पर या स्कीम के उपबंधों के अनुसार सूची से निकाल देना,

(घ) समय-समय पर कर्मकारों की एक सूची रखना और उसे बनाए रखना और किसी कर्मकार का नाम या तो उसके अपने निवेदन पर या इस स्कीम के उपबंधों के अनुसार सूची से निकाल देना;

(ङ) सूचीकृत कर्मकारों के लिए फोटोयुक्त पहचान-पत्र जारी करना;

(च) सूचीकृत कर्मकारों के लिए चिकित्सीय सुविधाओं की व्यवस्था करना;

(छ) सूचीकृत नियोजकों से ऐसे प्रशासनिक प्रभारों की वसूली करना जिन्हें वह अवधारित करे;

(ज) केन्द्रीय सरकार को इस स्कीम में परिवर्तन करने की सिफारिशें करना जिन्हें बोर्ड समय-समय पर वांछनीय समझे;

(झ) विभिन्न प्रक्रमों में सूचीकृत कर्मकारों के प्रवर्गों द्वारा किए गए काम की वास्तविक मात्रा के अनुसार मजदूरी और उनके भत्ते भी तथा सेवा की अन्य शर्तों का अवधारण करना ।

7. **साधिवेशन बोर्ड के उत्तरदायित्व और कर्तव्य.**—साधिवेशन बोर्ड नीति संबंधी उन सभी बातों पर विचार करने के लिए उत्तरदायी होगा जो मुम्बई डाक कर्मकार (नियोजन का विनियमन) स्कीम, 1956, जहां तक वह इस स्कीम को लागू हो, के खण्ड 8 में अधिकथित हो ।

8. **अध्यक्ष के उत्तरदायित्व और कर्तव्य.**—अध्यक्ष को स्कीम के दिन-प्रति-दिन के प्रशासन से संबंधित सभी बातों से बरतने के लिए पूरी प्रशासनिक और कार्यपालक शक्तियां प्राप्त होंगी जैसी कि मुम्बई डाक कर्मकार (नियोजन का विनियमन) स्कीम, 1956, जहां तक वे इस स्कीम को हों, के खण्ड 9 में अधिकथित हैं ।

9. **उपाध्यक्ष के उत्तरदायित्व और कर्तव्य.**—उपाध्यक्ष ऐसे कृत्यों का निर्वहन करेगा जो मुम्बई डाक कर्मकार (नियोजन का विनियमन) स्कीम, 1956, जहां तक वह इस स्कीम को लागू हो, के खण्ड 10 में अधिकथित हों ।

10. **प्रशासनिक निकाय के कृत्य.**—बोर्ड और अध्यक्ष और उपाध्यक्ष की शक्तियों और कृत्यों पर प्रतिकूल प्रभाव डाले बिना, प्रशासनिक निकाय स्कीम के प्रशासन के लिए उत्तरदायी होगा और विशिष्ट रूप से निम्नलिखित के लिए उत्तरदायी होगा—

(क) नियोजकों की सूची रखने, समायोजित करने और बनाए रखने और उसमें नियोजक का नाम प्रविष्ट या पुनर्प्रविष्ट करने और जहां परिस्थितियां ऐसा अपेक्षित करे, वहां सूची से किसी सूचीकृत नियोजक का नाम या तो उसके अपने आवेदन पर या स्कीम के उपबन्धों के अनुसार निकाल देना,

(ख) समय-समय पर ऐसे कर्मकारों की जो अस्थाई रूप से कार्य के लिए उपलब्ध न हों और जिनकी अनुपस्थिति के बारे में प्रशासनिक निकाय द्वारा अनुमोदन किया जा चुका हो, सूची या अभिलेख सहित ऐसी सूची या अभिलेख रखने, समायोजित करने और बनाए रखने जो कर्मकारों के बारे में आवश्यक हो और जहां परिस्थितियां ऐसी अपेक्षा करें, वहां सूची या अभिलेख से किसी सूचीकृत कर्मकार का नाम या तो उसके अपने आवेदन पर या स्कीम के उपबन्धों के अनुसार निकाल देना,

(ग) कार्य के लिए उपलब्ध सूचीकृत कर्मकारों का नियोजन और नियंत्रण करने जब कि वे स्कीम के अनुसार अन्यथा नियोजित न हों ;

(घ) बोर्ड से प्राप्त अनुदेशों के अनुसार ऐसे समूह में सूचीकृत कर्मकारों का समूहीकरण या पुनर्समूहीकरण करना जैसा बोर्ड द्वारा अवधारित किया जाए ;

(ङ) पूल के सूचीकृत कर्मकारों का जो काम के लिए उपलब्ध हो, सूचीकृत नियोजकों को आवन्टन करना और इस प्रयोजन के लिए प्रशासनिक निकाय :—

(1) के बारे में यह समझा जायगा कि वह नियोजक का अभिकर्ता है :

(2) पूल के सूचीकृत कर्मकारों का पूर्णतः सम्भव उपयोग करेगा ,

(3) हाजिरी के स्थानों या नियंत्रण बिन्दुओं पर सूचीकृत कर्मकारों की हाजिरी का अभिलेख रखेगा ,

(4) सूचीकृत कर्मकारों के नियोजन और उपर्जनों के अभिलेखों के रखे जाने की व्यवस्था करेगा ;

(5) खण्ड 21(3) के अधीन रहते हुए बारी बारी से कार्य का आवन्टन करेगा ;

(6) कर्मकारों की हाजिरी कार्ड और मजदूरी पर्ची में आवश्यक प्रविष्टियां करेगा ;

(च) (1) उद्ग्रहण संगृहीत करने, नियोजकों से कर्मकार कल्याण निधि के लिए अभिदाय या अन्य कोई अन्य अभिदाय करवाने जो स्कीम के अधीन विहित हों ,

(2) भविष्य निधि, बीमा निधि या किसी अन्य निधि

में जो स्कीम के अधीन गठित हो, कर्मकारों के अभिदाय का संग्रहन करने ,

(3) सूचीकृत नियोजक के अभिकर्ता के रूप में प्रत्येक दैनिक कर्मकार को, नियोजक द्वारा कर्मकार को देय कुल उपार्जनों का संदाय करने और ऐसे कर्मकारों को उन सभी धनों का संदाय करने जो स्कीम के उपबन्धों के अनुसार उन कर्मकारों को देय हो ,

(4) कर्मकारों को कर्मकार प्रतिकर अधिनियम, 1923 (1923 का 8) के अधीन दुर्घटनाओं से होने वाले प्रतिकर का संदाय करने और उस प्रयोजन के लिए, यदि आवश्यक हो, यह सुनिश्चित करने के लिए कर्मकारों की ऐसी बीमा पालिसी ऐसे उचित रूप में करवाने जिसे प्रशासनिक निकाय ठीक समझे,

(छ) समय-समय पर ऐसे अधिकारी और सेवक नियुक्त करने जो आवश्यक हों,

(ज) इस स्कीम के प्रचालन खर्च तथा स्कीम के अधीन सभी प्राप्तियों और व्ययों का उचित लेखा रखना और वार्षिक रिपोर्ट तथा संपरीक्षित तुलन पत्र तैयार करना और बोर्ड को भेजना,

(झ) वार्षिक बजट तैयार करना, प्रत्येक वर्ष के फरवरी के 15 वें दिन को या उसके पूर्व उसे बोर्ड को भेजना और उसे बोर्ड द्वारा अनुमोदित कराना,

(ण) सभी सूचीकृत कर्मकारों के पूरी सेवा अभिलेख बनाए रखना, और

(ट) ऐसे अन्य कृत्य जो उसे समय-समय पर स्कीम के उपबन्धों के अधीन रहते हुए बोर्ड, अध्यक्ष या उपाध्यक्ष द्वारा समनुदिष्ट किए जाएं ।

11. **श्रम अधिकारी.**—प्रशासनिक निकाय, जब कि वह कर्मकारों के नियोजकों से मिलकर बना हो, बोर्ड के अनुमोदन से एक या अधिक श्रम अधिकारी नियुक्त करेगा । श्रम अधिकारी प्रशासनिक निकाय के पर्यवेक्षण और नियंत्रण के अधीन, स्कीम के उपबन्धों के संगत ऐसे कृत्य करेगा जो उसे उस निकाय द्वारा समनुदिष्ट किए जाएं ।

12. **कार्मिक अधिकारी के कृत्य.**—साधारणतया कार्मिक अधिकारी उपाध्यक्ष की सहायता उसके कर्त्तव्यों के निर्वहन में करेगा और विशेष रूप से उन कृत्यों का पालन करेगा जो उसमें स्कीम के खण्ड 34 के अधीन निहित किए गए हों ।

13. **नियोजकों का सूचीकरण.**—(1) बोर्ड उन नियोजकों की एक सूची रखेगा जिन को यह स्कीम लागू होती है ।

(2) ऐसा प्रत्येक व्यक्ति, जो इस स्कीम के प्रारम्भ की तारीख को, ऐसा नियोजक है जिसे यह स्कीम लागू होती है, और जो बोर्ड द्वारा इस प्रयोजन के लिए यथानियत तारीख को या उस से पूर्व इस निमित्त बोर्ड को आवेदन करता है इस निमित्त सीमा-शुल्क प्राधिकारियों द्वारा अनुज्ञप्त किए जाने पर इस स्कीम के अधीन सूचीकृत होने का हकदार होगा ।

(3) बोर्ड, ऐसी शर्तों के अधीन रहते हुए जैसी वह केन्द्रीय सरकार के पूर्व अनुमोदन से इस निमित्त विहित करे, उपखण्ड (2) के अधीन सूचीकृत व्यक्तियों को एक या अधिक समूह बनाने देगा और इस प्रकार बनाए गए प्रत्येक समूह को केवल मासिक कर्मकारों के नियोजन के संबंध में एक नियोजक समझा जायगा ।

(4) बोर्ड, यदि वह ऐसा करना समीचीन और आवश्यक समझे, उपखण्ड (2) के अन्तर्गत आने वाले नियोजकों से भिन्न नियोजकों का सूचीकरण कर सकेगा ।

(5) जब बोर्ड किसी नियोजक का सूचीकरण करने से इन्कार करे, तो वह इन्कार के कारणों सहित आदेश की एक प्रति संबंधित व्यक्ति को भेजेगा ।

14. **कर्मकारों का सूचीकरण.**—(1) कोई कर्मकार जो ऐसे नियोजक के नियोजन में रहा हो जिसको यह स्कीम लागू होती है और जिसने ऐसी अवधि के दौरान जो बोर्ड द्वारा विहित की जाए, उतने दिन या पारी उस नियोजक के अधीन काम किया हो, निम्नलिखित शर्तों के अधीन रहते हुए, सूचीकरण का पात्र होगा, अर्थात् :—

(1) प्रत्येक वर्ग के उन कर्मकारों की संख्या जिनका चयन सूचीकरण के लिए किया जाना हो, उस संख्या से अधिक नहीं होगी जो बोर्ड समय-समय पर अवधारित करे । सूचीकरण के लिए चयन, यथासम्भव, कर्मकार द्वारा की गई सेवा अवधि के आधार पर यथाअवधारित ज्येष्ठता के आधार पर या ऐसे अन्य आधार पर किया जाएगा, जो बोर्ड अवधारित करे, परन्तु, यह तब होगा जब कि ऐसा कर्मकार स्वास्थ्य की दृष्टि से ठीक हो और 58 वर्ष से अधिक आयु का न हो ।

(2) केवल भारतीय नागरिक सूचीकरण के पात्र होंगे । परन्तु, ऐसे कर्मकारों का जो भारतीय नागरिक नहीं हैं किन्तु, अन्यथा सूचीकरण के पात्र हैं, ऐसे निबन्धनों और शर्तों पर जिन्हें बोर्ड केन्द्रीय सरकार से परामर्श कर के समय-समय पर विहित करे, अनन्तिम रूप से एक पृथक सूची में सूचीकरण किया जा सकेगा :

परन्तु, यह और भी कि ऐसे कर्मकार का जो अस्थाई रूप से स्वास्थ्य की दृष्टि से ठीक न हो, निम्नलिखित शर्तों के अधीन रहते हुए अनन्तिम रूप से सूचीकरण किया जा सकेगा कि—

(1) जिस बीमारी से अस्थाई अयोग्यता हुई है उसकी बाबत यह घोषित किया गया है कि वह युक्तियुक्त अवधि के भीतर ठीक हो सकेगी ;

(2) अनन्तिम रूप से सूचीकरण की अवधि उस दशा में 6 मास से अधिक नहीं होगी जबकि बोर्ड द्वारा उसकी अवधि बढ़ाई न गयी हो ; और

(3) यदि अनन्तिम रूप से सूचीकरण की अवधि या उसकी बढ़ाई गई अवधि के पश्चात् भी कर्मकार ठीक न पाया जाए तो उसका सूचीकरण नवीकृत नहीं किया जायगा ।

2. कर्मकारों का सूचीकरण निम्नलिखित प्रक्रिया के अनुसार किया जायगा, अर्थात् :—

(1) प्रत्येक कर्मकार जो सूचीकरण का पात्र है अपने नियोजक के माध्यम से उस तारीख को या उस से पूर्व जो बोर्ड द्वारा नियत की जाए, बोर्ड को आवेदन करेगा । आवेदन बोर्ड द्वारा विहित प्ररूप में दो प्रतियों में भेजा जायगा और उसके साथ कर्मकार की पासपोर्ट साइज फोटो की तीन प्रतियां भी होंगी जिसके व्यय का वहन वह करेगा ।

(2) सूचीकृत नियोजक उस कर्मकार के आवेदन को अग्रेषित करने से इन्कार नहीं करेगा जो उसके नियोजन में रह चुका है और जिस ने ऐसी अवधि के दौरान जो बोर्ड द्वारा उपखण्ड (1) के अधीन विहित की जाए, उतने दिन या पारी उस नियोजक के अधीन काम किया हो :

परन्तु, यदि ऐसा कोई प्रश्न उठता है कि क्या कोई कर्मकार अपने नियोजक के नियोजन में रहा है या नहीं और उस ने उतने दिन या पारी जो कि बोर्ड द्वारा विहित किया जाए, उस नियोजक के अधीन काम किया है या नहीं, तो वह प्रश्न ऐसे अधिकारी, प्राधिकारी या समिति को, जिसे बोर्ड विनिर्दिष्ट करे, यथास्थिति उस अधिकारी, प्राधिकारी या समिति के विनिश्चय के लिए निर्देशित किया जायेगा,

(3) वह कालावधि, जिसके दौरान अनुसूची में विनिर्दिष्ट किसी वर्ग के किसी कर्मकार ने उस वर्ग से संबंधित काम पर किसी विशिष्ट नियोजक के अधीन सेवा की हो, यथासम्भव, उस मजदूरी के संदाय के आधार पर अभिलिखित की जायेगी जो कर्मकार को पहले या तो नियोजक द्वारा सीधे या उसके किसी अभिकर्ता के माध्यम से दी गई हो ।

(4) किसी कर्मकार का आवेदन अग्रेषित करते समय यदि नियोजक की सिफारिश नहीं करे तो वह उन कारणों का कथन करेगा जिनके आधार पर उसके आवेदन की सिफारिश नहीं की है ।

(5) प्रत्येक कर्मकार अपना नाम सूचीकृत होने पर बोर्ड को 25 पैसे की 'सूचीकरण फीस' देगा ।

(6) यदि आवेदन नियमानुकूल हो, तो बोर्ड कर्मकार के नाम को प्रविष्टि कर्मकारों की सूची में करेगा और आवेदन तथा फोटो की एक एक प्रति अभिलेख के लिए रख लेगा और फोटोयुक्त आवेदन की अन्य प्रति फोटोयुक्त पहचान-पत्र सहित सूचीकृत नियोजक को वापस कर देगा जिसके माध्यम से आवेदन प्राप्त हुआ हो । नियोजक फोटोयुक्त पहचान-पत्र सम्बद्ध कर्मकार को दे देगा ।

(3) उन कर्मकारों में से ऐसे कर्मकारों को, जिनका सूचीकरण बोर्ड ने कर दिया हो या जिनके नाम इस स्कीम के उपबन्धों के अधीन प्रशासनिक निकाय की नियुक्ति के पूर्व सूचीकरण के लिए बोर्ड द्वारा अनुमोदित किए जा चुके हैं, प्रशासनिक निकाय द्वारा सूचीबद्ध किया जाएगा ।

(4) इस स्कीम के किसी अन्य उपबन्ध के होते हुए भी, जहां बोर्ड की यह राय हो कि किसी कर्मकार ने अपना सूचीकरण अपने आवेदन में मिथ्या जानकारी दे कर या उसमें अपेक्षित जानकारी न देकर करा लिया हो या जहां ऐसा प्रतीत हो कि कोई कर्मकार अनुचित रूप से या गल्ती से सूचीकृत किया गया है, वहां साधिवेशन बोर्ड उसका नाम सूची से हटाए जाने का निदेश दे सकेगा ।

परन्तु ऐसा कोई निदेश देने से पूर्व बोर्ड ऐसे कर्मकार को यह हेतुक दर्शित करने का अवसर देगा कि प्रस्थापित निदेश क्यों न जारी किया जाए ।

(5) किसी कर्मकार को सूचीकृत करने से इन्कार के प्रत्येक आदेश की एक प्रति उस कर्मकार को भेजी जायेगी ।

(6) नये कर्मकारों के सूचीकरण के लिए अर्हता ऐसी होगी जो बोर्ड द्वारा, स्थानीय परिस्थितियों को देखते हुए विहित की जाए, किन्तु, ऐसे कर्मकारों की आयु 25 वर्ष से अधिक नहीं होगी और ऐसे कर्मकारों को शारीरिक योग्यता, क्षमता और अनुभव प्राप्त होने जायेगा जो पत्तन पर ऐसी किसी तारीख में कार्य कर रहे हों या कर जायगा जो पत्तन पर ऐसी किसी तारीख में कार्य कर रहे हों या कर रहे थे जिसे बोर्ड इस निमित्त विहित करे तथा सूचीकरण के लिए चयन यथासम्भव ज्येष्ठता के आधार पर किया जायगा ।

15. **कर्मकारों का रजिस्टर.**—(क) कर्मकारों का रजिस्टर इस प्रयोजन के लिए बोर्ड द्वारा विहित प्ररूपों में रखा जायेगा ।

(ख) कर्मकारों के रजिस्टर निम्न प्रकार के होंगे, अर्थात्:—

(1) **मासिक रजिस्टर.**—उन कर्मकारों का रजिस्टर जो संविदा पर मासिक कर्मकार के आधार पर किसी नियोजक द्वारा नियुक्त किए गए हों और जो मासिक कर्मकार के रूप में ज्ञात हों ।

(2) **आरक्षित पूल रजिस्टर.**—जिन कर्मकारों के नाम मासिक रजिस्टर में हैं उन से भिन्न ऐसे कर्मकारों का रजिस्टर जो आरक्षित पूल कर्मकारों के रूप में ज्ञात हैं । इस रजिस्टर में कर्मकारों का एक उप-पूल होगा जिससे आकस्मिक रिक्तियां भरी जाएंगी । ऐसे उप-पूल में सम्मिलित कर्मकार छुट्टी-आरक्षित कर्मकार के रूप में ज्ञात होंगे ।

16. **कर्मकारों का सूची में वर्गीकरण.**—(1) बोर्ड रजिस्टरों में कर्मकारों के प्रवर्गानुसार वर्गीकरण की व्यवस्था करेगा ।

(2) स्कीम के अधीन सूचीकृत कर्मकारों को निम्नलिखित में वर्गीकृत किया जायगा,

(क) मुक्कदम

(ख) निकासी और अग्रेषण मजदूर ।

(3) बोर्ड आरक्षित पूल रजिस्टर के कर्मकारों का वर्गीकरण प्रवर्ग 'क' और प्रवर्ग 'ख' में करने के लिए इस स्कीम के अधीन ऐसी प्रवर्गों को प्रवत्त सुविधाओं को दृष्टि में रखते हुए व्यवस्था भी करेगा ।

17. **रजिस्टर में कर्मकारों की संख्या का नियत करना.**—(1) बोर्ड किसी प्रवर्ग में सूचीकरण प्रारम्भ करने से पूर्व, प्रशासनिक निकाय से परामर्श करके और केंद्रीय सरकार के पूर्व अनुमोदन से, उस प्रवर्ग में अपेक्षित कर्मकारों की संख्या अवधारित करेगा ।

(2) सूचीकृत नियोजक या नियोजक-समूह ऐसी शर्तों के अधीन रहते हुए जो बोर्ड द्वारा इस निमित्त विहित की जाएं, आरक्षित पूल में से कर्मकारों का चयन करके अपने मासिक रजिस्टरों के कर्मकारों की संख्या में वृद्धि कर सकेगा ।

18. **कर्मकारों की प्रान्नति और स्थानापन्न.**—(1) आरक्षित पूल रजिस्टर के प्रवर्ग 'क' के कर्मकारों के सम्बन्ध में आकस्मिक रिक्ति से भिन्न किसी रिक्ति की पूर्ति सामान्यतः प्रवर्ग 'ख' के किसी कर्मकार की प्रान्नति द्वारा की जायेगी ।

(2) मासिक कर्मकारों के किसी प्रवर्ग में आकस्मिक रिक्ति से भिन्न रिक्ति की पूर्ति, उसी नियोजक या नियोजक-समूह के निम्न

प्रवर्गों के मासिक कर्मकारों की प्रोन्नति द्वारा की जाएगी या यदि उसी नियोजक या नियोजक-समूह के निम्न प्रवर्गों के मासिक कर्मकारों में से कोई व्यक्ति प्रोन्नति के लिए ठीक नहीं पाया जाता हो, तो आरक्षित पूल से उसी या वरिष्ठ प्रवर्ग में उस कर्मकार के जिस का चयन सूचीकृत नियोजक या नियोजक-समूह द्वारा किया जाए, स्थानान्तरण द्वारा की जाएगी ।

स्पष्टीकरण.—सामान्यतः प्रोन्नति के लिए निम्नलिखित सिद्धान्त होगा :—

(क) ज्येष्ठता,

(ख) उस प्रवर्ग में कार्य के लिए गुणागुण और योग्यता जिसमें प्रोन्नति की जानी हो, और

(ग) पिछली सेवा का अभिलेख ।

टिप्पण.—एक ही प्रवर्ग में आरक्षित पूल रजिस्टर से मासिक रजिस्टर में या इसके विपरीत स्थानान्तरण को प्रोन्नति नहीं समझी जायेगी ।

(3) अध्यक्ष या उपाध्यक्ष, पर्याप्त और विधिमान्य कारणों से नियोजक या कर्मकार द्वारा लिखित रूप में उस अन्तरण के लिए स्पष्ट कारण बतलाते हुए अनुरोध किए जाने पर, किसी मासिक कर्मकार का स्थानान्तरण आरक्षित पूल को होने देगा, परन्तु ऐसा अन्तरण ऐसी किसी संविदा की पूर्ति के अधीन रहते हुए होगा जो मासिक कर्मकार और उसके नियोजक के बीच में नियोजन की समाप्ति के बारे में विद्यमान हो । अध्यक्ष या उपाध्यक्ष के पूर्व अनुमोदन के बिना कोई स्थानान्तरण नहीं होगा ।

(4) यदि किसी मासिक कार्मकार को उपखण्ड (3) के अधीन आरक्षित पूल में अन्तरित किया जाता है, तो आरक्षित पूल में सभी सुविधाओं के लिये उसकी पिछली सेवा गिनी जायेगी और नियोजक बोर्ड को उन सभी सुविधाओं का अन्तरण कर देगा जो कर्मकार की पिछली सेवा के संबंध में प्रोद्भूत हो चुके हों मानो ऐसी सेवा अन्तरित नहीं की गई हो । नियोजक बोर्ड को विशिष्ट रूप से ऐसी रकम का जो ऐसे अन्तरण की तारीख पर उसे देय हों । अभिदाय करेंगे जो कर्मकारों की छुट्टी, भविष्य निधि या उपदान के लिये समुचित हो ।

19. **चिकित्सीय परीक्षा.**—(1) सूचीकरण से पूर्व चिकित्सीय अधिकारी द्वारा जो अध्यक्ष द्वारा इस प्रयोजन के लिए नामनिर्दिष्ट हो, नये कर्मकार की शारीरिक योग्यता के बारे में प्रभारमुक्त चिकित्सीय परीक्षा की जाएगी । जो कर्मकार चिकित्सीय अधिकारी द्वारा अयोग्य पाया जाए वह लिखित रूप में अध्यक्ष को आवेदन कर सकेगा और साथ-साथ उनके पास ऐसी फीस जमा कर सकेगा जो इस निमित्त चिकित्सीय बोर्ड द्वारा परीक्षा के लिए विहित की जाए । ऐसे अनुरोध की प्राप्ति पर, अध्यक्ष एक चिकित्सीय बोर्ड नियुक्त करेगा । चिकित्सीय बोर्ड का विनिश्चय अन्तिम होगा और जो कर्मकार चिकित्सीय रूप से अयोग्य घोषित किया जाए वह सूचीकरण का हकदार नहीं होगा ।

(2) यदि प्रशासनिक निकाय आवश्यक समझे, तो किसी कर्मकार की प्रभार मुक्त चिकित्सीय परीक्षा अध्यक्ष द्वारा गठित चिकित्सीय बोर्ड द्वारा की जायेगी । चिकित्सीय बोर्ड का विनिश्चय अन्तिम होगा । यदि चिकित्सीय बोर्ड द्वारा कोई कर्मकार स्थायी रूप से अयोग्य पाया जाए, तो अध्यक्ष तुरन्त उसकी सेवाएं समाप्त कर देंगे ।

20. **कर्मकारों का नियोजन.**—(1) किसी सूचीकृत नियोजक या नियोजक-समूह से संबंधित किसी विशिष्ट प्रवर्ग का मासिक कर्मकार, आरक्षित पूल के उसी प्रवर्ग के किसी कर्मकार से अधिमान्यता पाते हुए उस नियोजक या नियोजक-समूह द्वारा उस प्रवर्ग में कार्य के लिए नियोजित किए जाने का हकदार होगा ।

(2) यदि किसी विशिष्ट प्रवर्ग में, मासिक रजिस्टर पर कर्मकारों की संख्या उपलब्ध कार्य के लिये पर्याप्त न हो तो उस प्रवर्ग में आरक्षित पूल रजिस्टर के प्रवर्ग 'क' के कर्मकारों को नियोजित किया जायेगा ।

(3) यदि मासिक रजिस्टर और आरक्षित पूल रजिस्टर के प्रवर्ग 'क' के कर्मकारों की संख्या किसी विशिष्ट प्रवर्ग के लिये उपलब्ध न हो, तो आरक्षित पूल रजिस्टर के प्रवर्ग 'ख' के कर्मकारों को उस प्रवर्ग में नियोजित किया जायेगा ।

(4) किसी नियोजक या नियोजक-समूह के किसी मासिक कर्मकार को अन्य नियोजक या नियोजक-समूह द्वारा अध्यक्ष या उपाध्यक्ष के पूर्व अनुमोदन के सिवाय नियोजित नहीं किया जायेगा ।

21. **पारियों में नियोजन.**—(1) कर्मकारों को पारियों में नियोजित किया जायेगा ।

(2) (क) सामान्यतः किसी कर्मकार को न तो दो लगातार पारियों में नियोजित किया जायेगा और न उसे दो अनुक्रमिक दिनों में से प्रत्येक से दो लगातार पारियों में नियोजित किया जायेगा । किसी भी दशा में किसी कर्मकार को तीन लगातार पारियों में नियोजित नहीं किया जायेगा ।

(ख) आरक्षित पूल के किसी कर्मकार को सप्ताह में 9 पारियों से या मास में 33 पारियों से अधिक के लिए नियोजित नहीं किया जायेगा ।

(ग) प्रसामान्यतया किसी मासिक कर्मकार को सप्ताह में 6 पारियों से या मास में 27 पारियों से अधिक के लिए नियोजित नहीं किया जायेगा, किन्तु जब आरक्षित पूल का ऐसा कर्मकार उपलब्ध नहीं है, जिसने मद (ख) में विनिर्दिष्ट नियोजन की अधिकतम सीमा नहीं प्राप्त की है, तो किसी मासिक कर्मकार को सप्ताह में 9 पारियों या मास में 33 पारियों के लिए नियोजित किया जा सकेगा ।

(घ) विशेष परिस्थितियों में, अध्यक्ष मद (ख) और (ग) के अधीन लगाये गए निबन्धनों को अस्थाई रूप से उस विस्तार तक शिथिल कर सकेगा जो आवश्यक हो ।

(ङ) वे कर्मकार जो दिन में एक से अधिक पारियों में काम करते हैं, प्रत्येक पारी में काम के लिए प्रसामान्य मजदूरी की दर के हकदार होंगे ।

(3) आरक्षित पूल रजिस्टर के प्रत्येक प्रवर्ग के कर्मकारों को कार्य का आवंटन बारीबारी से किया जाएगा ।

(4) जहां काम किसी टोली द्वारा किया जाता है, वहां कर्मकारों का आवंटन बारी-बारी से टोलियां बना कर किया जायेगा ।

22. **गारन्टीशुदा मासिक न्यूनतम मजदूरी.**—(1) आरक्षित पूल रजिस्टर के प्रवर्ग 'क' के कर्मकार को एक मास में कम से कम 12 दिनों की ऐसी मंहगाई भत्ता सहित मजदूरी उस दर पर दी जाएगी जो बोर्ड द्वारा उस प्रवर्ग के लिए जिस से उसका स्थाई रूप

से संबंध हैं, समुचित रूप से विहित की गई हो, भले ही उसे एक मास में न्यूनतम 12 दिन तक कोई काम उपलब्ध न कराया गया हो। उपरोक्त 12 दिनों में उन दिनों की गणना की जाएगी जिन दिनों कर्मकार को काम का आवन्टन किया गया हो। गारन्टीशुदा मासिक न्यूनतम मजदूरी :—

(क) उतने दिनों के लिए होगी जितने दिनों के लिए एक मास में मजदूरी की गारन्टी की गई हो परन्तु, शर्त यह होगी कि कर्मकार प्रशासनिक निकाय के निदेशानुसार मास के सभी दिन काम के लिए उपस्थित रहा हो, या

(ख) उतने दिनों के अनुपात में होगी जितने दिन कर्मकार काम के लिए उपस्थित रहा हो, परन्तु यह बात तब होगी जब कि मास के शेष सभी दिनों के लिए उसे उपस्थिति से छूट दी गई हो।

(2) उपखण्ड (1) के उपबंधों के अधीन रहते हुए प्रत्येक मास में जितनी न्यूनतम दिनों के लिए मजदूरी की गारन्टी की जाएगी, उनकी संख्या बोर्ड द्वारा प्रत्येक वर्ष के लिए ऐसे मासिक औसत नियोजन के लिए आधार पर नियत की जाएगी, जो कि आरक्षित पूल के कर्मकारों द्वारा सूचीकृत कर्मकारों के निम्नतम प्रवर्गों में पिछले वर्ष के दौरान प्राप्त किया गया था, परन्तु यह तब जब कि न्यूनतम दिनों की संख्या 21 से अधिक न हो।

टिप्पण.—औसत नियोजन के निर्धारण की पद्धति अनुसूची में सविस्तार दी गई है।

(3) उपखण्ड (1) और (2) के अधीन जितने न्यूनतम दिनों की संख्या तक मजदूरी की गारन्टी की जाएगी वह उन नये प्रवर्गों के कर्मकारों को स्वतः लागू नहीं होगी जिन्हें स्कीम के लागू होने की तारीख के पश्चात् सूचीकृत किया गया हो। इन प्रवर्गों के लिए जितने न्यूनतम दिनों के लिए मजदूरी की गारन्टी दी जाएगी, उनकी संख्या बोर्ड द्वारा अवधारित की जाएगी। उनकी दशा में भी दिनों की न्यूनतम संख्या का वार्षिक पुनर्नियतन, जैसा कि उपखण्ड (2) के अधीन किया जाता है, स्वतंत्र रूप से किया जाएगा।

स्पष्टीकरण 1.—खण्ड के उपखण्ड (1), (2) और (3) में एक "दिन" से एक "पारी" अभिप्रेत है।

स्पष्टीकरण 2.—इस खण्ड के प्रयोजन के लिए "मास" पद में साप्ताहिक बन्दी के दिन सम्मिलित नहीं होंगे।

23. उपस्थिति भत्ता.—इस स्कीम के अन्य उपबंधों के अधीन रहते हुए, किसी आरक्षित पूल रजिस्टर के प्रवर्ग 'क' के कर्मकार को जो काम के लिए उपलब्ध हो किन्तु जिसे कोई काम उपलब्ध न कराया गया हो, उन सभी दिनों के लिए जब कि वह किसी कैलेन्डर मास के दौरान प्रशासनिक निकाय के निदेशानुसार काम के लिए उपस्थित हुआ है और उसे कोई काम उपलब्ध न कराया गया हो, मंहगाई भत्ता छोड़कर एक रुपया प्रति दिन की दर से उपस्थिति भत्ता दिया जाएगा ;

परन्तु बोर्ड मंहगाई भत्ता छोड़कर दो रुपए से अनधिक ऐसी उच्चतर दर से जैसी वह आवश्यक समझे उपस्थिति भत्ता दिलवा सकेगा ;

परन्तु यह और भी कि किसी ऐसे दिन के लिए जिसके लिए मंहगाई भत्ता सहित खण्ड 22 के अधीन या अन्यथा, पूरी मजदूरी दी गई है या जिसके लिए खंड 25 के अधीन नैराश्य धन दिया गया हो, कोई उपस्थिति भत्ता नहीं दिया जाएगा।

24. पारी के लिए नियोजन.—आरक्षित पूल रजिस्टर के किसी कर्मकार को एक पारी से कम अवधि के लिए नियोजित नहीं किया जायेगा और जब वह काम जिसके लिए किसी कर्मकार को लगाया गया हो, पारी की कार्यकरण अवधि के दौरान पूरा हो जाता है, तब वह कर्मकार उसी या किसी अन्य जलयान या बर्थ में ऐसा अन्य काम अपने हाथ में लेगा जो उसी नियोजक द्वारा शेष अवधि के लिए अपेक्षित हो, और यदि ऐसा काम उसे उपलब्ध नहीं कराया जाए, तो उसे पूरी पारी के लिए संदाय किया जाएगा :

परन्तु यदि सूचीकृत नियोजक के साथ किए गए किसी करार के अधीन उसे उजरती दर पर मजदूरी दी जानी है, तो उसे ऐसे करार में अभिकथित दरों पर संदाय किया जाएगा।

25. नैराश्य धन.—जब आरक्षित पूल का कोई कर्मकार काम के लिए उपस्थित हो, और किसी कारणवश वह काम जिस के लिए वह उपस्थित हुआ हो, आरम्भ न हो सके या आगे न चल सके और उस कर्मकार को कोई दूसरा काम भी न दिया जा सके और काम के लिए उपस्थित होने के दो घन्टे के भीतर उसे छोड़ दिया जाए, तो वह कर्मकार उस प्रवर्ग के जिसमें वह है उपयुक्त दर मजदूरी के जिसमें मंहगाई भत्ता भी है, आधे के समतुल्य नैराश्य धन का हकदार होगा। दो घन्टे से अधिक तक रोके गए कर्मकार को मंहगाई भत्ता सहित पूरी मजदूरी दी जाएगी।

परन्तु ऐसे कर्मकार की दशा में, जो किसी सूचीकृत नियोजक के साथ किए गए करार के अधीन मजदूरी के उजरती दर पद्धति पर रखा गया हो, ऐसे करार के अधीन और उसी अवधि के बारे में उसे इस खण्ड के अधीन देय रकम, यदि कोई हो, में से बेकार समय के लिए दी गई रकम यदि कोई हो घटा दी जाएगी।

स्पष्टीकरण.—ऐसे कर्मकारों के बारे में जो सूचीकृत नियोजक के साथ किए गए किसी करार के अधीन उजरती दरों पर रखे गए हैं, "उजरती दर" जो कि मंहगाई भत्ता सहित है, या "मंहगाई भत्ता सहित पूरी मजदूरी" वही होगी जो उस के अधीन "दैनिक मजदूरी दर है"।

26. अवकाश दिन.—प्रत्येक कर्मकार ऐसी दरों पर जो बोर्ड द्वारा खण्ड 33 के अधीन विहित की जाएं, एक वर्ष में 6 सर्वत्रानिक अवकाश दिन का हकदार होगा। इस खण्ड के अधीन किया गया कोई संदाय खण्ड 22 के अधीन संगणित संदाय को छोड़कर होगा।

27. समितियां.—बोर्ड एक या अधिक समितियां नियुक्त कर सकेगा जिन्हें वह अपने प्रशासनिक कृत्यों में से ऐसे कृत्य सौंप सकेगा जिन्हें वह स्कीम के उपबंध के पालन सुकर बनाने के लिए आवश्यक समझे और वह उन्हें उत्सादित या पुनर्गठित कर सकेगा जैसा वह आवश्यक समझे। जो व्यक्ति बोर्ड का सदस्य नहीं है, यदि वह आवश्यक हो, तो उन्हें किसी समिति के सहयोजित सदस्यों के रूप में नाम निर्दिष्ट किया जा सकेगा, परन्तु ऐसे सहयोजित सदस्यों को मतदान करने का कोई हक नहीं होगा।

28. सूचीकृत कर्मकारों की बाध्यताएं.—(1) प्रत्येक सूचीकृत कर्मकार के बारे में यह समझा जाएगा कि उसने इस स्कीम की बाध्यताओं को स्वीकार कर लिया है।

(2) कोई सूचीकृत कर्मकार ऐसे किसी दिन जबकि उसे अपने नियोजक द्वारा नियोजन देने की प्रस्थापना की जाती है, किसी अन्य नियोजक के नियोजन के लिए प्रस्थापित नहीं करेगा।

(3) ऐसा सूचीकृत कर्मकार, जो काम के लिए उपलभ्य हो, तब तक स्वयं को किसी सूचीकृत नियोजक के अधीन नियोजन में नहीं लगाएगा जब तक प्रशासनिक निकाय द्वारा उसे नियोजक को आबंटित न कर दिया गया हो ।

(4) पूल के सूचीकृत कर्मकार, जो काम के लिए उपलभ्य हों, प्रशासनिक निकाय के निदेशों का पालन करेगा और :—

(क) ऐसे हाजिरी के स्थानों या नियंत्रण बिन्दुओं पर ऐसे दिनों और ऐसे समयों पर जो प्रशासनिक निकाय द्वारा विनिर्दिष्ट हो, उपस्थित होगा ,

(ख) डाक कर्म से संबंधित किसी नियोजन को स्वीकार करेगा चाहे वह उसी प्रवर्ग या पूल का हो जिसमें उसका सूचीकरण हुआ है अथवा किसी अन्य ऐसे प्रवर्ग या पूल का जिसके लिए प्रशासनिक निकाय उसे उचित समझे ।

(5) जब प्रशासनिक निकाय किसी सूचीकृत कर्मकार को जो काम के लिए उपलभ्य हो, किसी सूचीकृत नियोजक के अधीन नियोजन के लिए आबंटित कर दे तो वह अपने कर्तव्यों का पालन ऐसे सूचीकृत नियोजक या उस के प्राधिकृत प्रतिनिधि या पर्यवेक्षक के निदेशों और पत्तन या स्थान के, जहां वह काम कर रहा हो, नियमों के अनुसार करेगा ।

29. सूचीकृत नियोजकों की बाध्यताएं.—(1) प्रत्येक सूचीकृत नियोजक इस स्कीम के उपबंधों द्वारा आबद्ध होगा ।

(2) प्रत्येक सूचीकृत नियोजक बोर्ड को ऐसे प्रशासनिक प्रभार देगा जो बोर्ड द्वारा समय-समय पर नियत किए जाएं ।

(3) खण्ड 20(1) के उपबंधों के अधीन रहते हुए सूचीकृत नियोजक, किसी सूचीकृत कर्मकार से भिन्न ऐसे किसी कर्मकार को नियोजित नहीं करेगा जो प्रशासनिक निकाय द्वारा खण्ड 10(ङ) के उपबंधों के अनुसार उसे आबंटित किया गया हो ।

(4) सूचीकृत नियोजक, प्रशासनिक निकाय द्वारा की गई व्यवस्थाओं के अनुसार ऐसी सभी उपलभ्य जानकारी देगा कि उसे वर्तमान और भविष्य में कितने श्रमिकों की आवश्यकता होगी ।

(5) सूचीकृत नियोजक प्रशासनिक निकाय को, ऐसी रीति से और ऐसे समयों पर जैसे अध्यक्ष निदेश दे, उपखण्ड (2) के अधीन देय प्रशासनिक प्रभार और डाक कर्मकारों को शोध्य सकल मजदूरी देगा ।

(6) सूचीकृत नियोजक ऐसे अभिलेख रखेगा जिनकी बोर्ड अपेक्षा करे, और वह बोर्ड को या ऐसे व्यक्तियों को जिन्हें युक्तिसंगत सूचना के पश्चात् अध्यक्ष द्वारा पदाभिहित किया जाए, ऐसे अभिलेख और सूचीकृत कर्मकार और काम से, जिस पर उन्हें नियोजित किया गया है, संबंधित किसी अन्य प्रकार के दस्तावेज पेश करेगा और उसके संबंध में ऐसी जानकारी देगा जो बोर्ड द्वारा या उसकी ओर से जारी की गई किसी सूचना या निदेश में दी गई हो ।

(7) सूचीकृत नियोजक किसी सूचीकृत कर्मकार को नकद में या सामान्यतः और वास्तविक शोध्य मजदूरी से अधिक कुछ भी नहीं देगा ।

30. सूचीकृत कर्मकारों की आपूर्ति का निलम्बन.—यदि कोई सूचीकृत नियोजक खण्ड 29 और 39 के अधीन उससे शोध्य रकम का या किसी अन्य हैसियत से या लेखा मद्दे बोर्ड को शोध्य और देय किसी अन्य रकम का भुगतान ऐसे समय के अन्दर जो प्रशासनिक निकाय द्वारा विहित किया जाए, करने में असफल रहता है, तो प्रशासनिक निकाय उस नियोजक पर इस आशय की सूचना की तामील करेगा कि जब तक वह सूचना की प्राप्ति की तारीख से तीन दिन के अन्दर उससे शोध्य रकम का भुगतान नहीं देता, तब तक उसे की जाने वाली सूचीकृत कर्मकारों की आपूर्ति निलंबित कर दी जाएगी । सूचना की अवधि की समाप्ति पर प्रशासनिक निकाय व्यतिक्रमी नियोजक को सूचीकृत कर्मकारों की आपूर्ति तब तक के लिए निलंबित कर देगा जब तक कि वह शोध्य रकम का संदाय नहीं कर देता है ।

31. नियोजन पर निर्बन्धन.—(1) इस स्कीम के उपबंधों के अधीन रहते हुए, सूचीकृत नियोजक से भिन्न कोई व्यक्ति, किसी कर्मकार को न तो डाक काम पर नियोजित करेगा और न कोई सूचीकृत नियोजक तब तक किसी कर्मकार को नियोजन में लेगा या डाक काम में नियोजित करेगा जब तक कि वह कर्मकार सूचीकृत कर्मकार न हो ।

(2) इस खण्ड के पूर्ववर्ती उपबंधों के होते हुए भी—

(क) जब प्रशासनिक निकाय का समाधान हो जाता है कि :—

(1) डाक काम का किया जाना आपातिक रूप से अपेक्षित है, और

(2) उस काम के लिए किसी सूचीकृत कर्मकार का पाया जाना युक्तियुक्त रूप से साध्य नहीं है,

तो प्रशासनिक निकाय बोर्ड द्वारा अधिरोपित मर्यादाओं के अधीन रहते हुए, किसी सूचीकृत नियोजक को ऐसा व्यक्ति आबंटित कर सकेगी जो सूचीकृत कर्मकार न हो । ऐसे व्यक्तियों के चयन करने में स्थानीय रोजगार संगठन से यथासम्भव परामर्श किया जाएगा :

परन्तु जब कभी सूचीकृत कर्मकारों से भिन्न व्यक्तियों को नियोजित किया जाना है, तब प्रशासनिक निकाय, यदि सम्भव हो, ऐसे व्यक्तियों के नियोजन के बारे में अध्यक्ष का पूर्व अनुमोदन प्राप्त करेगा और जहां यह सम्भव न हो, वहां वह 24 घंटे के अन्दर उन सभी परिस्थितियों के बारे में अध्यक्ष को रिपोर्ट देगा जिनके अधीन ऐसे व्यक्तियों को नियोजित किया गया था और अध्यक्ष अपने अगले अधिवेशन में ऐसे नियोजन के बारे में बोर्ड को सम्यक रूप से सूचित करेगा ।

(ख) बोर्ड, ऐसी शर्तों के अधीन रहते हुए जैसी वह विनिर्दिष्ट करे, सूचीकृत कर्मकार से भिन्न व्यक्तियों का उस विस्तार तक जिस विस्तार तक सूचीकृत कर्मकार काम के लिए उपलभ्य न हो, उस दशा में किसी अवकाश दिन नियोजन होने देगा जबकि उस दिन डाक काम किया जाना अपेक्षित हो ।

(ग) मद 'क' और 'ख' में निर्देशित मामलों में, उस काम के बारे में इस प्रकार नियोजित व्यक्ति को ऐसा माना जाएगा मानो वह दैनिक कर्मकार हो ।

32. शास्तियां.—पहली बार किया गया खण्ड 31 का उल्लंघन, दो सौ रुपये तक या पश्चात्वर्ती, उल्लंघन पांच सौ रुपये तक के जुर्माने से, दण्डनीय होगा ।

33. कर्मकारों की मजदूरियां, भत्ते और सेवा की अन्य शर्तें.—सूचीकृत नियोजकों और सूचीकृत कर्मकारों के बीच हुए किसी करार के उपबंधों पर प्रतिकूल प्रभाव डाले बिना और जब तक कि

स्कीम में अन्यथा विनिर्दिष्ट उपबंधित न हो, किसी सूचीकृत कर्मकार (चाहे वह आरक्षित पूल का हो या मासिक रजिस्टर का) और सूचीकृत नियोजक के बीच की संविदा की एक विवक्षित शर्त यह होगी कि :—

(क) उनकी मजदूरी की दरें, भत्ते और काम के अतिकाल घन्टे, विश्राम के अन्तराल, अवकाश दिन और वेतन और सेवा की अन्य शर्तें ऐसी होंगी जो कर्मकारों के प्रत्येक प्रवर्ग के लिए बोर्ड द्वारा विहित की जाएं, और

(ख) मजदूरी की अवधि का नियतन, मजदूरी दिए जाने का समय और मजदूरी से की जाने वाली कटौतियों, मजदूरी संदाय अधिनियम, 1936 (1936 का 4) के उपबंधों के अनुसार होंगे ।

34. अनुशासनिक प्रक्रिया.—(1) कार्मिक अधिकारी भी परिवाद पर या अन्यथा इस जानकारी की प्राप्ति पर कि कोई सूचीकृत नियोजक इस स्कीम के उपबन्धों का पालन करने में असमर्थ रहा है, इसकी बाबत अन्वेषण करने के पश्चात्—

(1) उसे लिखित चेतावनी दे सकेगी, या

(2) यदि उसकी राय में उच्चतर शास्ति देना उचित हो तो वह मामले की रिपोर्ट उपाध्यक्ष को कर सकेगा ।

(2) उपाध्यक्ष तब आगे ऐसा अन्वेषण कराएगा जैसा वह ठीक समझे और यह नियोजक के संबंध में निम्नलिखित में से कोई कदम उठाएगा, अर्थात् वह—

(क) नियोजक की परिनिन्दा कर सकेगा और उसके अभिलेख शीट में परिनिन्दा अभिलिखित कर सकेगा ।

(ख) बोर्ड के अनुमोदन के अधीन रहते हुए और नियोजक को लिखित रूप में एक मास की सूचना देने के पश्चात् यह निदेश दे सकेगा कि उस नियोजक का नाम नियोजकों की सूची से ऐसी अवधि के लिए जो बोर्ड द्वारा अवधारित की जाए, या स्थाई रूप से, यदि बोर्ड ऐसा अवधारित करे, हटा दिया जाए ।

(3) (1) आरक्षित पूल के किसी सूचीकृत कर्मकार के, जो इस स्कीम के उपबन्धों में से किसी का पालन करने में असफल रहे या अनुशासनहीनता या अत्याचार का कोई कार्य करे, विरुद्ध श्रम अधिकारी को रिपोर्ट की जा सकेगी ।

(2) श्रम अधिकारी मामले में अन्वेषण करने के पश्चात् उसे लिखित चेतावनी दे सकेगा या उसे दस दिन से अनधिक अवधि के लिए निलम्बित कर सकेगा ।

(3) जहां मद (1) के अधीन श्रम अधिकारी को रिपोर्ट किए गये मामलों में श्रम अधिकारी की यह राय हो कि अनुशासनहीनता या अत्याचार का कार्य इतना गम्भीर है कि कर्मकार को आगे काम नहीं करने दिया जाना चाहिए, वहां श्रम अधिकारी मामले के अन्वेषण के दौरान कर्मकार को दस दिन से अनधिक अवधि के लिए निलम्बित कर सकेगा और तत्काल उपाध्यक्ष को रिपोर्ट कर सकेगा, जो मामले के प्रारम्भिक अन्वेषण के पश्चात् उसकी बाबत इस आशय के आदेश पारित करेगा कि अन्तिम आदेश होने तक कर्मकार को निलम्बित रखा जाए या नहीं, परन्तु, ऐसे निलम्बन की कुल अवधि तीन मास की अवधि से अधिक नहीं होगी ;

(4) जहां उपाध्यक्ष यह विनिश्चय करता है कि कर्मकार के निलम्बन का वह आदेश जो, यथास्थिति, अनुशासनहीनता या अत्याचार के आरोप की बाबत अन्वेषण के दौरान किया गया था, नहीं किया जाना चाहिए था, तो कर्मकार प्रशासनिक निकाय से ऐसे संदायों का हकदार होगा जो उपाध्यक्ष द्वारा विनिश्चित किए जाएं ।

(5) जहां श्रम अधिकारी की राय में, मद (2) में उपबन्धित दण्ड से उच्चतर दण्ड दिया जाना चाहिये, वहां वह मामले की रिपोर्ट उपाध्यक्ष को करेगा ;

(6) उपखण्ड मद (5) के अधीन श्रम अधिकारी से रिपोर्ट मिलने पर कि आरक्षित पूल का कोई सूचिकृत कर्मकार इस स्कीम के किन्हीं उपबन्धों का पालन करने में असफल रहा है या उसने अनुशासनहीनता या अत्याचार का कोई कार्य किया है या वह लगातार कार्य मात्रा मानक स्तर में करने से असफल रहा है या उसने एक से अधिक बार इस स्कीम के उपबन्धों का अतिक्रमण किया है या वह किसी अन्य रीति से अध्यक्ष रहा है, उपाध्यक्ष आगे ऐसा अन्वेषण कर सकेगा या करवा सकेगा जैसा वह ठीक समझे, और तत्पश्चात् संबद्ध कर्मकार के बारे में वह निम्नलिखित में से कोई कदम उठा सकेगा, अर्थात् वह निम्नलिखित में से कोई शास्ति अधिरोपित कर सकेगा :—

(क) उसे लिखित चेतावनी दे सकेगा,

(ख) उसे तीन मास से अनधिक अवधि के लिए निलम्बित कर सकेगा,

(ग) 14 दिन की सूचना देने के पश्चात् उसकी सेवाएं समाप्त कर सकेगा, या

(घ) उसे पदच्युत कर सकेगा ।

(7) इस खण्ड के अधीन कोई कार्यवाही करने से पहले संबद्ध व्यक्ति को यह हेतुक दर्शित करने का अवसर दिया जाएगा कि उसके विरुद्ध प्रस्थापित कार्यवाही क्यों न की जाए ? अन्तिम आदेश की एक प्रति भी संबद्ध व्यक्ति को भेजी जायेगी ।

(8) प्रशासनिक निकाय को भी साथ ही साथ इस खण्ड के अधीन की गई कार्यवाही की जानकारी दी जायेगी ।

35. अध्यक्ष की विशेष अनुशासनिक शक्तियां.—(1) इस स्कीम में अन्तर्विष्ट किसी बात के होते हुए भी, यदि अध्यक्ष का समाधान हो जाता है कि सूचीकृत कर्मकारों की किसी टोली द्वारा या किसी कर्मकार द्वारा 'कार्य-मन्दन युक्ति' अपनाई गई है और वह कार्य उसी टोली या कर्मकार या विभिन्न टोलियों या कर्मकारों द्वारा उसी या अन्य पोतों पर चालू है या उसकी पुनरावृत्ति हो रही है, तो वह लिखित रूप में इस आशय की एक घोषणा कर सकेगा ।

(2) जब उपखण्ड (1) के अधीन घोषणा की जाती है, तब अध्यक्ष के लिए यह विधिपूर्ण होगा कि—

(1) वह मासिक कर्मकारों की दिशा में, सूचीकृत नियोजकों के अधिकारों पर प्रतिकूल प्रभाव डाले बिना, ऐसे कर्मकारों के विरुद्ध पदच्युति सहित ऐसी अनुशासनिक कार्यवाही करे जैसी वह ठीक समझे, और

(2) आरक्षित पूल के सूचीकृत कर्मकारों की दशा में, वह ऐसे कर्मकारों के विरुद्ध पदच्युति सहित ऐसी अनुशासनिक कार्यवाही करने से भी वह ठीक समझे और मजदूरी की उस अवधि या उन अवधियों के लिए, उनके गारन्टी-शुदा न्यूनतम मजदूरी और हाजिरी भत्ते का समपहरण का आदेश भी दे जिनके दौरान 'कार्यमन्दन-युक्ति' अपनाई गई है ।

(3) अध्यक्ष अनुशासनिक कार्यवाही कर सकेगा—

(1) जब कि किसी टोली द्वारा 'कार्य-मन्दन-युक्ति' अपनाई जाती है, टोली के सभी सदस्यों के विरुद्ध, और

(2) जब कि किसी कर्मकार द्वारा 'कार्य-मन्दन-युक्ति' अपनाई जाती है सम्बद्ध कर्मकार के विरुद्ध

(4) इस खण्ड के अधीन किसी कर्मकार या कर्मकारों की टोली के विरुद्ध अनुशासनिक कार्यवाही करने से पहले, ऐसे कर्मकार या टोली को हेतुक दर्शित करने का अवसर दिया जाएगा कि उसके विरुद्ध प्रतिस्थापित कार्यवाही क्यों नहीं की जानी चाहिए :

परन्तु अध्यक्ष इस उपखण्ड के अधीन हेतुक दर्शित करने का अवसर देने से पूर्व, उपखण्ड (1) के अधीन घोषणा के ठीक पश्चात् ऐसे कर्मकार या कर्मकारों की टोली को काम से निलम्बित कर सकेगा ।

(5) (क) जहां जांच के दौरान किसी कर्मकार को निलम्बित किया गया है, वहां निलम्बन के प्रत्येक दिन के लिए उसे जीवन-निर्वाह-भत्ता दिया जाएगा जो खण्ड 23 में उपबन्धित उपस्थिति-भत्ते या मंहगाई-भत्ते सहित उसकी दैनिक मजदूरी की एक चौथाई में से जो भी अधिक हो, उसके बराबर होगा :

परन्तु, एक मास से अधिक के निलम्बन की अवधि के लिए, अध्यक्ष असाधारण मामले में उच्चतर जीवन-निर्वाह-भत्ता मन्जूर कर सकेगा जो कि मंहगाई भत्ते सहित दैनिक मजदूरी के योग के आधे से अधिक नहीं होगा ,

(ख) इस प्रकार दिया गया जीवन-निर्वाह-भत्ता किसी भी दशा में न तो वसूल किया जायगा और न वह समपहरणीय होगा ,

(ग) जहां कोई कर्मकार दोषी नहीं पाया जाता है, वहां वह अपनी निलम्बन की अवधि के लिए ऐसे संदाय पाने का हकदार होगा जिनके बारे में प्रशासनिक निकाय यह प्रगणित कर सकेगा कि यदि कर्मकार को निलम्बित नहीं किया होता, तो उसे उस समय की दर के आधार पर या खण्ड 23 के अधीन संदाय मिलता :

परन्तु, इस प्रकार देय रकमों में से जीवन-निर्वाह-भत्ते की वह रकम घटा दी जायगी जो उस अवधि के दौरान पहले ही दे दी गई हो ।

(6) कोई सूचीकृत कर्मकार, जो उपखण्ड (2) के अधीन अध्यक्ष के किसी आदेश से व्यथित है, आदेश की प्राप्ति की तारीख से 30 दिन के अन्दर केन्द्रीय सरकार को अपील कर सकेगा ।

36. कर्मकारों द्वारा अपीलें.—(1) इस खण्ड में अन्यथा उपबंधित के सिवाय, आरक्षित पूल का कोई कर्मकार, जो निम्नलिखित सारणी के स्तम्भ एक में विनिर्दिष्ट प्राधिकारी द्वारा उक्त सारणी के स्तम्भ दो में विनिर्दिष्ट उपबन्धों के अधीन पारित किसी आदेश से व्यथित है, उक्त सारणी के स्तम्भ तीन में विनिर्दिष्ट प्राधिकारी को अपील कर सकेगा ।

सारणी

आदेश पारित करने वाला प्राधिकारी	निम्न खण्ड के अधीन आदेश	अपील प्राधिकारी
1	2	3
श्रम अधिकारी	खण्ड 34	उपाध्यक्ष
उपाध्यक्ष	खण्ड 34	अध्यक्ष
अध्यक्ष	खण्ड 35	केन्द्रीय सरकार

(2) कोई कर्मकार, जो ऐसे आदेश से व्यथित है—

(1) जिसके द्वारा उसे किसी रजिस्टर या अभिलेख के किसी विशिष्ट समूह में रखा गया हो, या

(2) जिसके द्वारा उसे खण्ड 14 के अधीन सूचीकृत किए जाने से इन्कार किया गया हो, या

(3) जिसमें खण्ड 28 के अधीन उससे यह अपेक्षा की गई हो कि वह ऐसा काम हाथ में ले जो उस प्रवर्ग से संबंधित नहीं है जिससे उसका संबंध है,

अध्यक्ष को अपील कर सकेगा ।

(3) जहां किसी कर्मकार का नाम बोर्ड के अनुदेशों के अनुसार रजिस्टर या अभिलेख से हटाने के लिए सम्यक् सूचना दी गई हो, वहां उस दशा में कोई अपील नहीं होगी जबकि हटाने का यह आधार हो कि सूचीकृत कर्मकार, कर्मकारों के ऐसे वर्ग या प्रकार का है जिनके नाम रजिस्टर या अभिलेख से कर्मकारों की संख्या कम करने के लिए हटाए जाने हैं परन्तु, अध्यक्ष को उस दशा में अपील की जायगी जबकि सूचीकृत कर्मकार यह अभिकथन करता है कि वह बोर्ड के अनुदेशों में निर्दिष्ट कर्मकारों के वर्ग या प्रकार का नहीं है ।

(4) उपखण्ड (1) या (2) में निर्दिष्ट प्रत्येक अपील लिखित रूप में होगी और जिस आदेश के विरुद्ध अपील की गई है उसकी प्राप्ति की तारीख से 14 दिन के भीतर की जायगी ।

(5) अपील प्राधिकारी, यदि वह ऐसा चाहे, अपीलार्थी को सुनवाई का अवसर देने के पश्चात् और लेखबद्ध कारणों से ऐसा आदेश पारित कर सकेगा जैसा वह ठीक समझे ।

(6) उपखण्ड (5) के अधीन पारित प्रत्येक आदेश अपीलार्थी को संसूचित किया जायगा ।

परन्तु, अपील प्राधिकारी, अभिलिखित किए गए कारणों से, 14 दिन की समाप्ति के पश्चात् की गई अपील को स्वीकार कर सकेगा ।

(7) अपील प्राधिकारी के समक्ष अपीलार्थी इस बात का हकदार नहीं होगा कि कोई विधि व्यवसायी उसका प्रतिनिधित्व करे किन्तु इस बात के लिए हकदार होगा कि रजिस्ट्रीकृत ट्रेड यूनियन का जिसका वह सदस्य है, कोई प्रतिनिधि या कोई सूचीकृत कर्मकार उसका प्रतिनिधित्व करे ।

37. नियोजकों द्वारा अपीलें.—(1) (क) कोई सूचीकृत नियोजक जो खण्ड 34(1) (1) के अधीन कार्मिक अधिकारी की चेतावनी से व्यथित हो, उपाध्यक्ष को अपील कर सकेगा और उपाध्यक्ष के आदेश के विरुद्ध कोई अन्य अपील नहीं होगी ।

(ख) कोई सूचीकृत नियोजक जो खण्ड 34(2) के अधीन उपाध्यक्ष के आदेशों द्वारा व्यथित हैं, अध्यक्ष को अपील कर सकेगा । खण्ड 34(2) (क) के अधीन अपील में अध्यक्ष के आदेश के विरुद्ध कोई अन्य अपील नहीं होगी । खण्ड 34(2) (ख) के अधीन किए गए आदेश के विरुद्ध अपील की दशा में अध्यक्ष तुरन्त मामला केन्द्रीय सरकार को निर्देशित करेगा । केन्द्रीय सरकार अपील में ऐसा आदेश करेगी जैसी वह ठीक समझे ।

(2) ऐसा सूचीकृत नियोजक जिसका खण्ड 13 के अधीन रीजस्त्रीकरण करने से इन्कार किया गया हो, अध्यक्ष के माध्यम से केन्द्रीय सरकार को अपील कर सकेगा और केन्द्रीय सरकार के आदेश के विरुद्ध कोई अन्य अपील नहीं होगी ।

(3) यदि कोई सूचीकृत नियोजक उपाध्यक्ष द्वारा उसके विरुद्ध खण्ड 34 के अधीन किए गए किसी मूल आदेश से व्यथित हो, तो वह केन्द्रीय सरकार को अपील कर सकेगा । केन्द्रीय सरकार अपील में ऐसा आदेश करेगी जैसी वह ठीक समझे ।

(4) उपखण्ड (1), (2) और (3) में निर्देशित प्रत्येक अपील लिखित रूप में होगी और उस आदेश की जिस के विरुद्ध की गई है, प्राप्ति के 14 दिन के अन्दर की जायगी :

परन्तु अपील प्राधिकारी लेखबद्ध कारणों से 14 दिन की समाप्ति के पश्चात् की गई किसी अपील को स्वीकार कर सकेगा ।

(5) अपीलार्थी अपील प्राधिकारी के समक्ष विधि व्यवसायी द्वारा प्रतिनिधित्व पाने का हकदार नहीं होगा, किन्तु वह सूचीकृत नियोजकों के उस संगम के जिस का वह सदस्य है, किसी प्रतिनिधि द्वारा या सूचीकृत नियोजक द्वारा प्रतिनिधित्व पाने का हकदार होगा ।

38. आपात की दशा में कार्यवाही के लिए विशेष उपबन्ध.—(1) यदि किसी समय अध्यक्ष का समाधान हो जाए कि आपात की स्थिति उत्पन्न हो गई है जो पत्तन के कार्यकरण पर गम्भीर प्रभाव डालेगी, तो वह लेखबद्ध आदेश द्वारा और ऐसी अवधि के लिए जैसी वह समय समय पर उसमें विनिर्दिष्ट करे, उस आशय की घोषणा कर सकेगा :

परन्तु ऐसी कोई घोषणा केन्द्रीय सरकार के पूर्व अनुमोदन के सिवाय नहीं की जायगी ।

(2) जब तक उपखण्ड (1) के अधीन कोई आदेश प्रवृत्त रहता हो, तब तक निम्नलिखित उपबन्ध लागू होंगे अर्थात् :—

(1) यदि ऐसा अभिकथन किया जाता है कि कोई सूचीकृत नियोजक इस स्कीम के उपबन्धों को कार्यान्वित करने में असफल रहा है, तो अध्यक्ष अभिकथन के सम्बन्ध में संक्षिप्त जांच करने के पश्चात् उस नियोजक के सम्बन्ध में निम्नलिखित में से कोई कदम उठा सकेगा, अर्थात्, वह —

(क) सूचीकृत नियोजक को लिखित चेतावनी दे सकेगा, या

(ख) यह निदेश दे सकेगा कि सूचीकृत नियोजक का नाम नियोजकों के रजिस्टर से या तो स्थाई रूप से या ऐसी अवधि के लिए जो वह अवधारित करे, तुरंत हटा दिया जाएगा ।

(2) यदि अनुशासनहीनता, "कार्य-मंदन-युक्ति" या अवचार संबंधी कोई अभिकथन किसी सूचीकृत कर्मकार के विरुद्ध किया जाए, तो जांच के दौरान अध्यक्ष उसे तुरंत निलम्बित कर सकेगा, अभिकथन के संबंध में संक्षिप्त जांच कर सकेगा और उस कर्मकार के विरुद्ध निम्नलिखित में से कोई एक या अधिक कदम उठा सकेगा, अर्थात्, वह—

(क) वह अवधारित कर सकेगा कि उतनी अवधि के लिए जितनी वह उचित समझे, वह कर्मकार कोई संदाय पाने का हकदार नहीं होगा ;

(ख) कोई लिखित चेतावनी दे सकेगा,

(ग) उसे वेतन के बिना ऐसी अवधि के लिए निलम्बित कर सकेगा, जो तीन मास से अधिक न हो,

(घ) 14 दिन की सूचना या उसके बदले में महंगाई भत्ता सहित 14 दिन की मजदूरी देने के पश्चात् उसकी सेवाएं समाप्त कर सकेगा ।

(ङ) उसे पदच्युत कर सकेगा ।

(3) सूचीकृत नियोजकों और सूचीकृत कर्मकारों के विरुद्ध अनुशासनिक कार्यवाही से संबंधित इस स्कीम के उपबंध, उपखण्ड (2) के अधीन अध्यक्ष द्वारा पारित किसी आदेश को लागू नहीं होंगे ।

(3) (क) जब कि जांच के दौरान किसी कर्मकार को निलम्बित किया जाता है, तब उसे निलम्बन के प्रत्येक दिन के लिए खण्ड 23 में उपबंधित उपस्थित भत्ता के बराबर जीवन-निर्वाह-भत्ता या महंगाई भत्ता सहित उसकी दैनिक मजदूरी की एक चौथाई में से जो भी अधिक है, वह दिया जाएगा : परन्तु एक मास से अधिक के निलम्बन की अवधि के लिए, अध्यक्ष असाधारण मामलों में उच्चतर जीवन-निर्वाह-भत्ता मन्जूर कर सकेगा जो महंगाई भत्ता सहित दैनिक मजदूरी के योग के आधे से अधिक नहीं होगा ।

(ख) इस प्रकार दिया गया जीवन-निर्वाह-भत्ता किसी भी दशा में वसूल नहीं किया जायगा या समपहरणीय नहीं होगा ।

(ग) जब कि कोई कर्मकार दोषी नहीं पाया जाता है, तब वह निलम्बन की अवधि के लिए ऐसे संदाय पाने का हकदार होगा जिनके बारे में प्रशासनिक निकाय प्रमाणित यह कर सकेगा कि यदि कर्मकार को निलम्बित नहीं किया जाता तो वह कालिक दर पर या खण्ड 23 के अधीन संदाय प्राप्त करता, परन्तु इस प्रकार देय रकम में से उस अवधि के दौरान पहले ही दी गई जीवन-निर्वाह भत्ता की रकम घटा दी जायगी ।

(4) सूचीकृत कर्मकार या सूचीकृत नियोजक, जो उपखण्ड (3) के अधीन अध्यक्ष द्वारा पारित आदेश से व्यथित हो, आदेश की प्राप्ति की तारीख से तीस दिन के अन्दर केन्द्रीय सरकार को अपील कर सकेगा ।

(5) इस स्कीम में अन्तर्विष्ट किसी बात के होते हुए भी, जब तक कि उपखण्ड (1) के अधीन पारित कोई आदेश प्रवृत्त हो, अध्यक्ष, सूचीकृत नियोजकों द्वारा सीधे ही असूचीकृत कर्मकारों का नियोजन किए जाने और ऐसे असूचीकृत कर्मकारों को सीधे संदाय किए जाने के लिए प्राधिकृत कर सकेगा ।

39. स्कीम का परिचालन-व्यय.—(1) इस स्कीम के परिचालन का व्यय उन संदायों द्वारा चुका दिया जायगा जो सूचीकृत नियोजकों द्वारा बोर्ड को किए जाने हैं। प्रत्येक सूचीकृत नियोजक बोर्ड को आरक्षित पूल के कर्मकारों के बारे में लेवी के रूप में तथा साथ-साथ खण्ड 29(5) के अधीन उस के द्वारा देय सकल मजदूरी के संदाय के रूप में ऐसी रकम देगा, जैसी बोर्ड सूचीकृत नियोजकों को लिखित सूचना देकर समय समय पर विहित करे और ऐसी लेवी के रूप में देय रकम उस रकम से कम नहीं होगी जो बोर्ड, प्रत्येक सूचीकृत नियोजक द्वारा देय न्यूनतम रकम के रूप में नियत करे। यदि आवश्यक समझा जाए तो बोर्ड किसी सूचीकृत नियोजक से यह अपेक्षा कर सकेगा कि वह मासिक कर्मकारों के संबंध में ऐसी दर पर जैसी वह अवधारित करे, लेवी के रूप में ऐसी रकम दे।

(2) यह अवधारित करने के लिए कि सूचीकृत नियोजकों द्वारा उपखण्ड (1) के अधीन कौन कौन से संदाय किए जाने हैं, बोर्ड विभिन्न प्रवर्ग के कामों या कर्मकारों के सम्बन्ध में लेवी की विभिन्न दरें नियत कर सकेगा, परन्तु लेवी इस प्रकार नियत की जायगी कि सभी सूचीकृत नियोजकों को जो कि समान परिस्थिति में हैं, लेवी की वही दर लागू होगी।

(3) बोर्ड, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना प्राक्कलित कुल मजदूरी बिल का सौ प्रतिशत से अधिक लेवी मन्जूर नहीं करेगा जो कि दैनिक मजदूरी दर के आधार पर परिकलित होगी।

(4) सूचीकृत नियोजक मांग करने पर बोर्ड को जमा के रूप में संदाय करेगा या उपखण्ड (1) में निर्दिष्ट रकम के सम्यक् संदाय के लिए ऐसी अन्य प्रतिभूति की व्यवस्था करेगा जिसे बोर्ड आवश्यक समझे।

(5) प्रशासनिक निकाय समय समय पर बोर्ड को ऐसे आंकड़े और अन्य जानकारी देगा जो स्कीम के प्रचालन और वित्त पोषण के संबंध में युक्तियुक्त रूप से अपेक्षित हो।

(6) यदि सूचीकृत नियोजक उपखण्ड (1) के अधीन अपने द्वारा विहित समय के अन्दर संदाय करने में असफल रहता है, को किसी अन्य हैसियत या कारण से देय हो, प्रशासनिक निकाय द्वारा विहित समय के अन्दर संदाय करने में असफल रहता है, तो प्रशासनिक निकाय नियोजक पर ऐसे आशय की सूचना की तामील करेगा कि जब तक वह सूचना की प्राप्ति की तारीख से तीन दिन के अन्दर अपने द्वारा देय रकमों का संदाय नहीं करता है, तब तक उसकी सूचीकृत डाक कर्मकारों की आपूर्ति निलम्बित रहेगी। सूचना की अवधि की समाप्ति पर प्रशासनिक निकाय सूचीकृत कर्मकारों की आपूर्ति व्यतिक्रमी नियोजक को करने तब तक निलम्बित रखेगा जब तक वह अपने द्वारा देय रकमों का संदाय नहीं करता है।

40. मंहगाई भत्ता, मजदूरी और अन्य भत्तों का बकाया.—केन्द्रीय सरकार द्वारा किए गए किसी पंचाट या समझौते या सिफारिश के अनुसरण में भूतलक्षी प्रभाव से मंहगाई भत्ते के पुनरीक्षण या पुनरीक्षित मजदूरी या अन्य भत्तों की दशा में बोर्ड अपनी निधि में से, यथास्थिति, पंचाट या समझौता या सिफारिश की तारीख तक का बकाया सूचीकृत कर्मकारों को दे सकेगा जबकि बोर्ड ऐसा विनिर्दिष्ट करता है।

41. भविष्य निधि और उपदान.—(1) सूचीकृत नियोजक और सूचीकृत कर्मकारों के बीच किए गए किसी करार की उपबन्धों पर प्रतिकूल प्रभाव डाले बिना बोर्ड, आरक्षित पूल के कर्मकारों और सूचीकृत कर्मकार अपने मासिक कर्मकारों के बारे में ऐसे नियम बनाएंगे और प्रचालित करेंगे जो अभिदाय भविष्य निधि के बारे में व्यवस्था करते हैं। इन नियमों में कर्मकार और नियोजकों से ली जाने वाली अभिदाय की दर, संदाय की रीति और पद्धति और ऐसी अन्य बातों के जो आवश्यक समझी जाएं, बारे में उपबन्धित किया जायगा, परन्तु मासिक कर्मकारों को होने वाले नियम उन नियमों से कम अनुकूल नहीं होंगे जो आरक्षित पूल के कर्मकारों के बारे में हों।

(2) सूचीकृत नियोजकों और सूचीकृत कर्मकारों के बीच किए गए किसी करार के उपबन्धों पर प्रतिकूल प्रभाव डाले बिना, बोर्ड सूचीकृत कर्मकारों को उपदान देने के बारे में नियम बनाएगा।

42. डाक निकासी और अग्रेषण कर्मकार कल्याण निधि.—सूचीकृत डाक कर्मकारों की सुख सुविधाओं, कल्याण और स्वास्थ्य संबंधी उपायों और आमोद-प्रमोद की सुविधाओं के व्यय की पूर्ति डाक निकासी और अग्रेषण कर्मकार कल्याण निधि कही जाने वाली पृथक निधि में से, जो कि बोर्ड द्वारा रखी जायगी, की जायगी। इस निधि में सभी सूचीकृत नियोजकों द्वारा ऐसी दर पर अभिदाय किया जायगा जो बोर्ड द्वारा अवधारित की जाए। बोर्ड, निधि में किए जाने वाले अभिदायों, उस के बनाए रखने और उसके प्रचालन के लिए नियम बनाएगा।

अनुसूची

(खण्ड 22 देखिए)

किसी मास में उन न्यूनतम दिनों की संख्या जिनके लिए मजदूरी की गारन्टी की गई है, पिछले 12 मास के दौरान नियोजन के औसतन दर पर निम्नलिखित प्रक्रिया के अनुसार निर्धारित की जायगी :—

(क) मान लिया जाय कि कोई निर्धारण अक्तूबर, 1972 के मास के दौरान किया जा रहा है, जो आरक्षित पूल के कर्मकारों की (छुट्टी आरक्षित कर्मकारों सहित) की संख्या जैसी कि वह पहली अक्तूबर, 1971 और 31 अक्तूबर, 1971 को है, अभिनिश्चित की जानी चाहिए। इन प्रवर्गों के रजिस्टर पर औसत संख्या उक्त दो अकों को जोड़ कर और दो से विभाजित करके अभिनिश्चित की जानी चाहिए।

(ख) (क) में निर्दिष्ट प्रवर्गों के कर्मकारों द्वारा मास के दौरान किए गए कुल पुरुष पारियों की संख्या दैनिक नियोजन आंकड़ों से अभिनिश्चित की जानी चाहिए।

(ग) उपरोक्त कर्मकारों द्वारा ली गई प्राधिकृत या अप्राधिकृत छुट्टी के बारे में पुरुष-दिनों की संख्या अभिनिश्चित की जानी चाहिए। छुट्टी पर रहने वाले कर्मकारों की औसत संख्या अभिनिश्चित करने के लिए यह संख्या किसी मास में कार्य-करण दिनों की संख्या द्वारा विभाजित की जानी चाहिए।

(घ) मास के दौरान उपलब्ध कर्मकारों की वास्तविक संख्या जानने के लिए (ग) में अभिनिश्चित संख्या को (क) में निकाले गए औसत में से घटाया जाएगा।

(ङ) (ग) के अधीन अभिनिश्चित पुरुष-पारियों की संख्या (घ) तथा अभिनिश्चित वास्तविक संख्या द्वारा विभाजित की जानी चाहिए। निकाली गई संख्या 1971 के अक्तूबर मास के दौरान किए गए नियोजन के दिनों की औसत संख्या होगी।

(च) नवम्बर, 1971 से सितम्बर 1972 तक के शेष 11 मास के लिए उपरोक्त प्रक्रिया दोहराई जायगी।

(छ) 12 मास की औसत नियोजन संख्याओं का योग किया जायगा और उन्हें 12 से विभाजित किया जायगा ।

(ज) जो अंक (छ) में आते हैं उन्हें दिनों की ऐसी न्यूनतम संख्या के रूप में नियत किया जाना चाहिए जिसके बारे में मजदूरी की गारन्टी तीस सितम्बर, 1973 को समाप्त होने वाले उत्तरवर्ती बारह मास के दौरान की जाएगी ।

निम्नलिखित उदाहरण दृष्टान्त स्वरूप होगा :—

मान लिया जाए कि पहली अक्तूबर को आरक्षित पूल में कर्मकारों और छुट्टी आरक्षित-कर्मकारों की कुल संख्या . . . 2000 है

मान लिया जाए कि इकतीस अक्तूबर को आरक्षित पूल में कर्मकारों की और छुट्टी-आरक्षित-कर्मकारों की कुल संख्या . 1950 है

मास के दौरान रजिस्टर पर औसत संख्या . $\frac{3950}{2} = 1975$

अक्तूबर में उपरोक्त प्रवर्गों के कर्मकारों द्वारा किए गए पुरुष-पारियों की कुल संख्या 36,000

कर्मकारों द्वारा दी गई प्राधिकृत या अप्राधिकृत छुट्टी के पुरुष-दिनों की कुल संख्या 5250

उक्त मास (मास के इकतीस दिनों में से एक अकार्यकरण दिन घटाकर) में कार्य-करण दिनों की संख्या . . 30

छुट्टी पर रहने वाले कर्मकारों की औसत संख्या . . . . $\frac{5250}{30} = 175$

मास के दौरान उपलब्ध वास्तविक संख्या . 1975−175 = 1800

अक्तूबर मास के लिए औसत नियोजन $\frac{36,000}{1,800} = 20$ दिन

शेष 11 मासों के लिए औसत नियोजन निकालने के लिए उसी प्रक्रिया का अनुकरण किया जायगा । मान लें कि अंक निम्नलिखित रूप में हैं :—

अक्तूबर, 1971	20
नवम्बर, 1971	21
दिसम्बर, 1971	18
जनवरी, 1972	20
फरवरी, 1972	18
मार्च, 1972	19
अप्रैल, 1972	20
मई, 1972	19
जून, 1972	18
जुलाई, 1972	19
अगस्त, 1972	20
सितम्बर, 1972	16
कुल .	228

उन दिनों की संख्या, जिनके बारे में 30 सितम्बर, 1973 को समाप्त होने वाले अगले बारह मासों के लिए मजदूर की गारन्टी की जाएगी, $\frac{228}{12} = 19$ दिन होगी ।

[सं 51/1/70–पी० एण्ड डी०]

नई दिल्ली, 19 जनवरी, 1974

का. आ. 313.—केन्द्रीय सरकार, डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 5-क की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री रतनशी पांचन के स्थान पर श्री एस. जे. अशर को कोचीन डाक श्रम बोर्ड के सदस्य के रूप में नियुक्त करती है और भारत सरकार के भूतपूर्व श्रम और रोजगार विभाग की अधिसूचना सं. का. आ. 3432 तारीख, 21 सितम्बर, 1964 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, "डाक कर्मकारों और पोत परिवहन कम्पनियों के नियोजकों का प्रतिनिधित्व करने वाले सदस्य", शीर्षक के नीचे, मद (3) के सामने, "श्री रतनशी पांचन" प्रविष्टि के स्थान पर "श्री एस. जे. अशर" प्रविष्टि रखी जाएगी ।

[सं. डी. 14012/1/73 पी. एण्ड डी. (2)]

New Delhi, the 19th January, 1974

S.O. 313.—In exercise of the powers conferred by sub-section (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby appoints Shri S. J. Asher as a member of the Cochin Dock Labour Board vice Shri Ratanshi Panchan and makes the following further amendment in the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 3432, dated the 21st September, 1964, namely:—

In the said notification, under the heading "Members representing the employers of dock workers and shipping companies", against item (3), for the entry "Shri Ratanshi Panchan", the entry, "Shri S. J. Asher", shall be substituted.

[No. V. 14012/1/73-P&D (ii)]

नई दिल्ली, 21 जनवरी, 1974

का. आ. 314.—यतः श्री रतनशी पांचन द्वारा, जिसे भारत सरकार के भूतपूर्व श्रम और रोजगार मंत्रालय की अधिसूचना सं. का. आ. 3432 तारीख 21 सितम्बर, 1964 द्वारा स्थापित कोचीन डाक

श्रम बोर्ड के सदस्य के रूप में नियुक्त किया गया था, डॉक कर्मकार (नियोजन का विनियमन) नियम, 1962 के नियम 4 के उपनियम (5) की मद (4) के अधीन पद रिक्त कर दिया गया समझा गया है ।

और यतः उक्त डॉक श्रम बोर्ड में एक रिक्ति उत्पन्न हो गई है ।

अतः अब केन्द्रीय सरकार, डॉक कर्मकार (नियोजन का विनियमन) नियम, 1962 के नियम 4 में अन्तर्विष्ट उपबन्धों के अनुसरण में, उक्त रिक्ति को अनुसूचित करती है ।

[सं. बी. 14012/1/73-पी. एण्ड डी.(1)]

वी. शंकरलिंगम, अवर सचिव

New Delhi, the 21st January, 1974

S.O. 314.—Whereas Shri Ratanshi Panchan, who was appointed as a member of the Cochin Dock Labour Board established by the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 3432, dated the 21st September, 1964, is deemed to have vacated his office under item (iv) of sub-rule (5) of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962;

And whereas a vacancy has occurred in the said Dock Labour Board;

Now, therefore, in pursuance of the provisions contained in rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby notifies the said vacancy.

[No. V-14012/1/73-P&D(i).]

V. SANKARALINGAM, Under Secy.

New Delhi, the 23rd January, 1974

S.O. 315.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta, in the industrial dispute between the employers in relation to the management of Pure Sitalpur Colliery of Messrs. Pure Sitalpur Coal Concern Limited, Post Office, Ukhera, District Burdwan and their workmen, which was received by the Central Government on the 18th January, 1974.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

AT CALCUTTA

Reference No. 11 of 1972

Parties :

Employers in relation to the management of Pure Sitalpur Colliery,

AND

Their Workmen.

Present :

Shri S. N. Bagchi, Presiding Officer.

Appearances :

On behalf of Employers—Absent.

On behalf of Workmen—Absent.

State : West Bengal **Industry :** Coal Mine

AWARD

By Order No. L/1912/74/71-LRII, dated 14-12-1972, the Government of India, in the Ministry of Labour and Rehabilitation (Department of Labour & Employment), referred the following industrial dispute existing between the employers in relation to the management of Pure Sitalpur Colliery and their workmen, to this tribunal, for adjudication, namely:

"Whether the action of the management of Pure Sitalpur Colliery owned by Messrs. Pure Sitalpur Coal Concern Limited, Post Office Ukhera, District Burdwan in not providing employment to Shri Purustom Harijan, Loader with effect from the 25th December, 1970, is justified ? If not, to what relief is the workman entitled ?"

2. After so many adjournments the case was fixed for peremptory hearing on 13-12-1973 when nobody appeared. On 14-12-73 a letter was received from the Coal Mines Authority Ltd. enclosing a copy of memorandum of compromise and praying for a "no-dispute" award. The case was therefore fixed for disposal on 4-1-1974 when parties were directed to appear. But nobody appeared on that day also. It appears that parties are no more interested in the dispute and as such a "No-dispute" award is passed in the matter. This is my award.

Dated, January 7, 1974

S. N. BAGCHI, Presiding Officer.

[No. L-19012/74/71-LR II]

आदेश

का. आ. 316.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स टाटा आयरन एण्ड स्टील कम्पनी लि. की माल्केरा कोलियरी, डाकघर माल्केरा, जिला धनबाद के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ,

अतः अब, केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित औद्योगिक अधिकरण संख्या 2, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या मैसर्स टाटा आयरन एण्ड स्टील लिमिटेड की माल्केरा कोलियरी, डाकघर माल्केरा, जिला धनबाद के प्रबन्धतंत्र की श्री भुवनेश्वर सिंह, ओवरमैन को, 12 मार्च, 1973 से 27 जुलाई, 1973 तक ड्यूटी पुनःआरंभ करने की अनुमति न देने की कार्रवाई न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है"।

[सं. एल-2012/122/73-एल. आर.-2]

ORDER

S.O. 316.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Malkera Colliery of Messrs. Tata Iron and Steel Company Limited, Post Office Malkera, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial

Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, No. 2, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Malkera Colliery of Messrs. Tata Iron and Steel Company Limited, Post Office Malkera, District Dhanbad in not allowing Shri Bhuneshwar Singh, Overman to resume the duty on 12th March, 1973 and up to the 27th July, 1973 is justified? If not, to what relief is the workman entitled?"

[No. L. 2012/122/73-LR II]

S.O. 317.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad in a petition filed under Section 33A of the Act by Sarvashri Saliganti Narsaih and Elkaturi, Komaraiah, Coal Fillers, Shantikhani, Post Office Bellampalli against the management of Singareni Collieries Company Limited, Bellampalli, Andhra Pradesh which was received by the Central Government on the 7th January, 1974.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)

AT HYDERABAD

Miscellaneous Petition No. 6 of 1973

IN

Industrial Dispute No. 30 of 1967

BETWEEN

(1) Saliganti Narsaih, (2) Elkaturi Komaraiah, Coal Fillers, Shanti Khani, C/o Singareni Collieries Workers Union (PO) Bellampalli. .....Petitioners.

AND

The Management, Singareni Collieries Company Limited, Agent, Bellampalli Division. .....Respondent

Present :

Sri T. Narsingh Rao, M.A., LL.B.—Presiding Officer.

Appearances :

Sri B. Gangaram, Vice President, Singareni Collieries Workers' Union, Bellampalli—for Petitioners.

Sri M. Shyam Mohan, Personnel Officer, S.C.Co., Ltd. Bellampalli—for Respondent.

AWARD

In this application under Section 33A of the Industrial Disputes Act, 1947, the two petitioners challenged the orders of their dismissal, passed by the Respondent—Management of Singareni Collieries and seek their reinstatement.

2. The petition allegations briefly are these :—The Petitioners are Coal Fillers and are workmen concerned in Industrial Dispute No. 30 of 1967. The Management is said to have dismissed these two petitioners out of four charge sheeted Fillers. A false charge sheet is said to have been issued to them alleging that at the end of second shift on 29-7-1972 they sat in front of the room of the Under Manager and prevented him from moving out of the room till 2.00 a.m. and that they also abused Mohd. Jaffer and others. To the said charge sheet the Petitioner—Workmen are said to have given their explanation. But the enquiry conducted by the Management thereupon is said to be mala fide one. The Enquiry Officer is said to have been biased and has omitted what some of the witnesses have said. That domestic enquiry is sought to be assailed on a number of grounds, apart from its being a mala fide one. The Management is thus alleged to have contravened the provisions of Section 33 of the I.D. Act.

3. In the counter filed by the Management, it was asserted that the provisions of Section 33(2)(b) of the I. D. Act have been complied with by the Management and that the domestic enquiry was proper and fair and that the Petitioners were given ample opportunity to defend themselves. It was also contended that the Management filed two separate Miscellaneous Petitions (No. 1 and 2 of 1973) seeking approval of the Tribunal for the dismissal of the Petitioners. It was asserted that one month's wages were offered to the Petitioners but the latter refused to receive the same, though sent by Money Order. The various allegations as to the conduct of the domestic enquiry were refuted.

4. It is relevant in this context to note that by a common order dated 24-11-1973 Miscellaneous Petition No. 1 and 2 of 1973 filed by the Management seeking approval of its action in dismissing these two workmen were allowed and the approvals sought for were accorded. The question relating to the mala fides or otherwise of the domestic enquiry or any discrimination metted out to these Petitioners while the charge sheet was against four workmen were gone into and considered while disposing of those two petitions. The consequence of according approvals in these two petitions is that it can no more be said that there is any contravention of Section 33 of the I. D. Act by the Management in dismissing the workmen from service. It is needless to state that it is only a contravention of Section 33 which gives jurisdiction to the Tribunal to entertain a petition like this under Section 33A of the I. D. Act. Thus consequent to the approvals accorded in Miscellaneous Petition No. 1 and 2 of 1973, it has to be held that the Tribunal has no more the jurisdiction to entertain this application. The application therefor fails.

Award is passed accordingly.

Dated 29th December, 1973.

T. NARSINGH RAO, Presiding Officer.

[No. 7/21/67-LR II (i)]

New Delhi, the 24th January, 1974

S.O. 318.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in a petition filed under Section 33 A of the Act by Shri Gosika Narsaiah, Coal Filler Morgans Pit, Post Office Bellampalli, against the management of Singareni Collieries Company Limited Bellampalli Division (Andhra Pradesh) which was received by the Central Government on the 7th January, 1974.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD :

Miscellaneous Petition No. 135 of 1972

IN

Industrial Dispute No. 30 of 1967 :

BETWEEN

Gosika Narsaiah, Coal Filler, Morgans Pit, C/o. S.C. Workers' Union, P. O. Bellampalli.—**Petitioner**

AND

Management of Singareni Collieries Company Limited, Bellampalli, Agent, Bellampalli Division.—**Respondent**

Present :

Sri T. Narsingh Rao, M.A.,LL.B—Presiding Officer.

Appearances :

Sri B. Gangaram, Vice President, S.C. Workers' Union, Bellampalli—for Petitioner.

Sri M. Shyam Mohan, Personnel Officer, S.C. Co. Ltd. Bellampalli—for Respondent.

AWARD

In this application under Section 33A of the Industrial Disputes Act, 1947, the Petitioner seeks to challenge the order of dismissal dated 22-9-1972 from the service of the Respondent-Company and for being allowed to be taken on duty with back wages.

2. The petition allegations briefly are these:—The Petitioner is said to be a Coal Filler in Morgans Pit and a workman concerned in Industrial Dispute No. 30 of 1967. The Respondent-Management is said to have served him with a charge sheet dated 14-5-1972 for a misconduct, under Standing Order 16(16) alleging that he was absent from duty without permission or without satisfactory cause for more than 10 days from 29-4-1972. To this charge sheet, he is said to have suitably answered but the Management instituted a domestic enquiry with the mala fide intention to punish him, as he happens to be a delegate and an acting member of Singareni Collieries Workers Union. The domestic enquiry is alleged to be vitiated for a number of reasons and that the finding of the domestic enquiry is perverse. The said enquiry is also characterised as mala fide one, amounting to victimisation and harassment of the Petitioner. Further the said enquiry is said to be in violation of principles of natural justice. It is further alleged that the Respondent-Management contravened the provisions of Section 33 of the I.D. Act. Thus the order of dismissal is said to be wrongful and illegal.

3. In the counter filed by the Respondent-Management it is alleged that even in his explanation to the charge sheet the Petitioner is said to have admitted his absence from 29th April, 1972 to 13th May, 1972. It is further alleged that the Management filed M.P. No. 112 of 1972 before the Tribunal and sought approval of its action in dismissing the Petitioner and that the said petition has been allowed. The other allegations relating to the mala fides of the domestic enquiry are refuted.

4. It can be noted here that M.P. No. 112 of 1972 filed by the Management seeking approval of its action proceeded ex-parte. The order in that petition was passed on 24-11-1972. Though the counter by the Management in this petition was filed on 12-2-1973, no attempt was made by this Petitioner to have the ex-parte order in M.P. No. 112 of 1972 set aside, immediately thereafter. Thus in spite of the allegation by the Management that approval was already accorded in M.P. No. 112 of 1972, no attempt is made by the Petitioner till 11-9-1973 for having that ex-parte order set aside. On 11-9-1973 M.P. No. 81 of 1973 was filed by this Petitioner to have the ex-parte order set aside. That petition was opposed by the Management and by an order of this Tribunal dated 16-11-1973, that petition was dismissed, with the result that the order of the Tribunal dated 24-11-1972 in M.P. No. 112 of 1972 stands in the way of the Petitioner. The consequence of according approval for the action of dismissal taken by the Management is that there is no contravention of Section 33 of the I.D. Act and consequently a petition under Section 33A is not maintainable. Needless to state that it is only a contravention of Section 33 of the I.D. Act which gives jurisdiction to the Tribunal to entertain a petition under Section 33A. Thus in the light of the order of the Tribunal dated 24-11-1972 according approval for the action of dismissal, it has to be held that this petition under Section 33A is not maintainable. It is, therefore, dismissed.

Award is accordingly passed.

Dated 29th December, 1973.

T. NARSINGHRAO, Presiding Officer.

[No. 7/21/67-LR II (ii)]

KARNAIL SINGH, Dy. Secy.

आदेश

नई दिल्ली, 24 दिसम्बर, 1973

का. आ. 319.—यतः केन्द्रीय सरकार की राय है कि इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स चर्की माइका माइनिंग कम्पनी लिमिटेड, डाकघर कोडरमा, जिला हजारीबाग के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है,

अतः, अब, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, (संख्या 3), धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या मैसर्स चर्की माइका माइनिंग कंपनी लिमिटेड, डाकघर कोडरमा, जिला हजारीबाग द्वारा नियोजित कर्मकार 1971 में आरंभ होने वाले लेखा वर्ष के दौरान उपार्जित मजूरियों के 20 प्रतिशत की दर से बोनस पाने के हकदार हैं? यदि नहीं, तो कर्मकार उपर्युक्त उल्लिखित लेखा वर्ष के लिए बोनस की किस मात्रा के हकदार हैं?

[सं. एल-28011/8/73-एल. आर.-4]

ORDER

New Delhi, the 24th December, 1973

S.O. 319.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs. Charki Mica Mining Company Limited, Post Office Kodarma, District Hazaribagh and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3) Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the workmen employed by Messrs Charki Mica Mining Company Limited, Post Office Kodarma, District Hazaribagh are entitled to bonus at the rate of 20 per cent of earned weges during the accounting year commencing in 1971. If not to what quantum of bonus are the workmen entitled for above mentioned accounting year?

[No. L-28011/8/73-I.R. IV]

आदेश

नई दिल्ली, 31 दिसम्बर, 1973

का. आ. 320.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में नेशनल सीमेण्ट

माईन्स एण्ड इन्डस्ट्रीज लिमिटेड, रांची के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, (संख्या 3), धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

क्या मैसर्स नेशनल सीमेन्ट माईन्स एण्ड इण्डस्ट्रीज लिमिटेड, रांची के प्रबंधतंत्र की अपने गढ़पत बाक्साईट माईन के कर्मकारों को 1 सितम्बर, 1973 से रोजगार न देने की कार्रवाई न्यायोचित थी ? यदि नहीं, तो कर्मकार किस अनुतोष के हकदार हैं ?

[संख्या एल-29011/60/73-एल. आर.-4]

ORDER

New Delhi, the 31st December, 1973

S.O. 320.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of National Cement Mines and Industries Limited, Ranchi and their workmen in respect of the matters specified in the schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3) Dhanbad constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Messrs. National Cement Mines and Industries Limited, Ranchi in not providing employment for the workmen at their Garhpat Bauxite Mine, with effect from 1st September, 1973 was justified? If not, to what relief are the workmen entitled?"

[No. L-29011/60/73-LRIV]

आदेश

नई दिल्ली, 4 जनवरी, 1974

का. आ. 321.—यतः, केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में ईस्टर्न मैंगनीज एण्ड मिनरल्स लिमिटेड, डाकघर डोमचांच जिला हजारीबाग के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या (2) धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

क्या मैसर्स ईस्टर्न मैंगनीज एण्ड मिनरल्स लिमिटेड, डाकघर डोमचांच, जिला हजारीबाग द्वारा नियोजित कर्मकार, 1971 में प्रारंभ होने वाले लेखा वर्ष के दौरान उपार्जित मजदूरी के 20 प्रतिशत की दर से बोनस के हकदार हैं ? यदि नहीं तो कर्मकार ऊपर उल्लिखित लेखा वर्ष के लिए बोनस की किसी मात्रा के हकदार हैं ?

[सं. एल. 27011/8/73-एल. आर.-4]

ORDER

New Delhi, the 4th January, 1974

S.O. 321.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Eastern Manganese and Minerals Limited, Post Office Domchanch, District Hazaribagh and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2) Dhanbad constituted under section 7A of the said Act.

SCHEDULE

"Whether the workmen employed by Messrs. Eastern Maganese and Minerals Limited, Post Office Domchanch, District Hazaribagh are entitled to bonus at the rate of 20 per cent of earned wages during the accounting year commencing in 1971? If not, to what quantum of bonus are the workmen entitled for the above mentioned accounting year?"

[No. L-27011/8/73-LR IV]

आदेश

नई दिल्ली, 14 जनवरी, 1974

का. आ. 322.—यतः केन्द्रीय सरकार की राय है कि इस से उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में श्री. एम. रामन, मैसर्स डालमिया इण्टरनेशनल का बी. आर. एच. लोह अयस्क खानों के रौजगं कंट्रेक्टर, हास्पेट के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उन के कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करता है जिसके पीठासीन अधिकारी श्री बी. एन.

जयदेवाप्पा होंगे, जिनका मुख्यालय बंगलौर होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करता है ।

अनुसूची

श्री एम. रामन, मैसर्स डालमिया इण्टरनेशनल, की बी. आर. एच. लौह अयस्क खानों के रेजिंग कण्ट्रेक्टर, हास्पेट की, श्री के. नाराथणाप्पा की और श्रीमति विजलक्ष्मी, श्रीमति राजाम्मा और श्रीमति थायाम्मा की सेवाएं क्रमशः 27 मार्च, 1973 और 31 मार्च, 1973 से समाप्त करने की कार्रवाई न्यायोचित है ? यदि नहीं तो कर्मकार किस अनुतोष के हकदार हैं?

[सं. एल-26012/6/73-एल.आर. 4(1)]

ORDER

New Delhi, the 14th January, 1974

S.O. 322.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Sri M. Raman, Raising Contractor of B.R.H. Iron Ore Mines of Messrs. Dalmia International, Hospet and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in xercise of the powers conferred by section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri B. N. Jayadevappa as Presiding Officer with headquarters at Bangalore and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

"Whether the action of Sri M. Raman, Raising Contractor of B.R.H. Iron Ore Mines of Messrs. Dalmia International, Hospet in terminating the services of Sri K. Narayanappa with effect from 27th March, 1973 and of Smt. Vijayalakshmi, Smt. Rajamma and Smt. Thayamma with effect from the 31st March, 1973 respectively is justified? If not, to what relief are the workmen entitled?

[No. L-26012/6/73-LR IV(i).]

आदेश

का. आ. 323.—यतः, केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में श्री इ. मुनिस्वामी, मैसर्स डालमिया इण्टरनेशनल की बी. आर. एच. लौह अयस्क खानों के रेजिंग कण्ट्रेक्टर, हासपेट के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्याय निर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10-की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री बी. एन. जयदेवाप्पा होंगे, जिनका मुख्यालय बंगलौर होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्याय-निर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या श्री इ. मुनिस्वामी, मैसर्स डालमिया इन्टरनेशनल की बी. आर. एच. लौह अयस्क खानों के रेजिंग कण्ट्रेक्टर, हासपेट, की श्री मारेप्पा की 27 मार्च, 1973 से सेवाएं समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?"

[सं. एल-26012/6/73-एल. आर.-4(2)]

[सं. एल-26012/6/73-एल.आर. 4(1)]

ORDER

S.O. 323.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Sri E. Muniswamy, Raising Contractor of B.R.H. Iron Ore Mines of Messrs. Dalmia International, Hospet and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri B. N. Jayadevappa as Presiding Officer with headquarters at Bangalore and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

"Whether the action of Sri Muniswamy Raising Contractor of B.R.H. Iron Ore Mines of Messrs. Dalmia International, Hospect in terminating the service of Sri Mareppa with effect from 27th March, 1973 is justified? If not, to what relief is the workman entitled?"

[No. L-26012/6/73-LR. IV (ii)]

S. S. SAHASRANAMAN, Under Secy.

नई दिल्ली, 16 जनवरी, 1974

का०आ० 324.—केन्द्रीय सरकार, अभ्रक खान श्रम कल्याण निधि नियम, 1948 के नियम 3 के साथ पठित अभ्रक खान श्रम कल्याण निधि अधिनियम, 1946 (1946 का 22) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत सरकार के भूतपूर्व श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 2060, तारीख 25 मई, 1970 को अधिक्रांत करते हुए, आंध्र प्रदेश राज्य के लिए सलाहकार समिति का पुनर्गठन करती है जिसमें निम्नलिखित सदस्य होंगे, अर्थात् —

1	श्रम मंत्री, आंध्र प्रदेश राज्य हैदराबाद ।	अध्यक्ष
2.	अभ्रक खान कल्याण आयुक्त, नेलोर, आंध्र प्रदेश ।	उपाध्यक्ष
3.	क्षेत्रीय श्रम आयुक्त (केन्द्रीय) हैदराबाद ।	सदस्य
4	श्री ओ० वेंकटसुब्बैया, सदस्य, विधान सभा, हैदराबाद, आंध्र प्रदेश ।	सदस्य

5 श्री पी० कोटा रेड्डी, अध्यक्ष वाणिज्य-मंडल, गुडूर (आंध्र प्रदेश)	आंध्र प्रदेश के अभ्रक खान स्वामियों का प्रतिनिधित्व करने वाले सदस्य ।
6. श्री एम० रमण रेड्डी, दक्षिणी भारत अभ्रक खान स्वामी संगम गुडूर (आंध्र प्रदेश)	
7 श्री जक्कला ऑडीसेशैया, संयुक्त सचिव, आंध्र प्रदेश अभ्रक श्रम संघ, सहदापुरम, बगस्ता गुडूर, जिला नलोर (आंध्र प्रदेश)	आंध्र प्रदेश के अभ्रक खान कर्मकारों का प्रतिनिधित्व करने वाले सदस्य ।
8 श्रीमति चन्द्रागिरी कथामा सिथर्मा अभ्रक खान, कालीचेडु	
9 सचिव, अभ्रक खान श्रम कल्याण संगठन (आंध्र प्रदेश), नेलोर ।	सचिव

[सं० यू० 18012/3/72 एम० 3]

बी० के० सक्सेना, अवर सचिव

New Delhi, the 16th January, 1974

S. O. 324.—In exercise of the Powers conferred by section 4 of the Mica Mines Labour Welfare Fund Act, 1946 (22 of 1946), read with rule 3, of the Mica Mines Labour Welfare Fund Rules, 1948, and in supersession of the notification of the Government of India in the late Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2060 dated the 25th May, 1970, the Central Government hereby reconstitutes the Advisory Committee for the State of Andhra Pradesh consisting of the following members, namely:—

1. Labour Minister State of Andhra Pradesh, Hhyderabad	Chairman
2. Mica Mines Welfare Commissioner, Nellore, Andhra Pradesh.	Vice-Chairman
3. Regional Labour Commissioner (Central), Hyderabad.	Member
4. Shri O. Venkatasubbaiah, Member, Legislative Assembly, Hyderabad, Andhra Pradesh.	Member
5. Shri P. Kota Reddy, Mica Chamber of Commerce, Gudur (Andhra Pradesh)	Members repesenting the Mica Mine Owners of Andhra Pradesh.
6. Shri M. Ramana Reddy, South India Mica Mine Owners' Association, Gudur (Andhra Pradesh)	
7. Shri Jakkala Audiseshaiah, Joint Secretary, Andhra Pradesh Mica Labour Union, Sydapuram, Via Gudur, District Nellore (Andhra Pradesh)	Member representing Mica Mine Workers of Andhra Pradesh
8. Smt. Chandragiri Kanthamma Seetharama Mica Mine, Kalichedu	
9. Secretary, Mica Mines Labour Welfare Organisation (Andhra Pradesh), Nellore.	Secretary

[F.No. U-18012/3/72 M-III]

B. K. SEKSENA, Under Secy.

आदेश

नई दिल्ली, 26 दिसम्बर, 1973

का. आ. 325.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में चार्टर्ड बैंक से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री एस. एच. जे. नकवी होंगे जिनका मुख्यालय कानपुर होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या चार्टर्ड बैंक के प्रबंधतंत्र की, विशेष सहायक के पद पर प्रोन्नति के लिए, उक्त बैंक के कानपुर कार्यालय में श्री जोगेश्वर झा, लिपिक को अतिष्ठित करने की कार्रवाई न्यायोचित थी? यदि नहीं, तो वह किस अनुतोष का और किस तारीख से हकदार है ?

[सं. एल. 12012/87/73/एल आर 3]

ORDER

New Delhi, the 26th December, 1973

S.O. 325.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Chartered Bank and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. H. J. Naqvi shall be the Presiding Officer, with headquarters at Kanpur, and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of Chartered Bank was justified in superseding Shri Jogeshwar Jha, Clerk in the Kanpur office of the said Bank, for promotion to the post of Special Assistant? If not, to what relief is he entitled and from what date?"

[No. L 12012/87/73/LRIII]

आदेश

नई दिल्ली, 2 जनवरी, 1974

का. आ. 326.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में सेन्ट्रल बैंक आफ इण्डिया से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्यो-

गिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री एच. आर. सोढी होंगे जिनका मुख्यालय चन्डीगढ़ होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या सेन्ट्रल बैंक आफ इण्डिया के प्रबंधतंत्र की बैंक शाखा बटाला श्री देव दत्त शर्मा, सहायक रोकड़िया एवं गोदाम-रक्षक की सेवाओं को 3 मई, 1972 से समाप्त करने की कार्यवाई न्यायोचित थी ? यदि नहीं, तो वह किस अनुतोष का हकदार है ?"

[सं. एल. 12012/102/73-एल आर 3]

ORDER

New Delhi, the 2nd January, 1974

S.O. 326.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Central Bank of India and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri H. R. Sodhi shall be the Presiding Officer, with Headquarters at Chandigarh and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of Central Bank of India in terminating the services of Shri Dev Dutt Sharma, Assistant Cashier-cum-Godown-Keeper at the Batala Branch of the Bank with effect from the 3rd May, 1972 was justified? If not, to what relief is he entitled?"

[No. L. 12012/102/73/LRIII]

आदेश

नई दिल्ली, 8 जनवरी, 1974

का. आ. 327.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में सेन्ट्रल बैंक आफ इंडिया से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ,

अतः अब, केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम, की धारा 7 क के अधीन गठित औद्योगिक अधिकरण, दिल्ली को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या सेन्ट्रल बैंक आफ इण्डिया चन्डीगढ़ के प्रबन्धतंत्र की, बैंक की श्रीनगर शाखा के श्री ए. के. चौधरी, सहायक रोकड़िया की सेवाओं को, 18 जनवरी, 1973 से समाप्त करने की कार्रवाई न्यायोचित है, यदि नहीं तो वह किस अनुतोष का हकदार है ?"

[सं. एल. 12012/108/73-एल आर 3]

ORDER

New Delhi, the 8th January, 1974

S.O. 327.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Central Bank of India and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi constituted under Section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Central Bank of India, Chandigarh in terminating the services of Shri A. K. Chowdhry, Assistant Cashier at Srinagar Branch of the Bank with effect from the 18th January, 1973 is justified? If not, to what relief is he entitled?"

[No. L. 12012/108/73/LR/III]

आदेश

नई दिल्ली, 9 जनवरी, 1974

का. आ. 328.—यतः, केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में स्टेट बैंक आफ इण्डिया से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ,

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ,

अतः, अब केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री एस. एच. नकवी होंगे जिनका मुख्यालय कानपुर होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या स्टेट बैंक आफ इंडिया, कानपुर के प्रबंधतंत्र की, बस्ती शाखा के श्री जे. एन. मिश्र, रोकड़ियां को 19 जनवरी, 1971 से सेवोन्मुक्त करने की कार्रवाई न्यायोचित है? यदि नहीं, तो वह किस अनुतोष का हकदार है ?"

[सं. एल. 12012/186/72-एल आर 3]

के. एम. त्रिपाठी, अवर सचिव

ORDER

New Delhi, the 9th January, 1974

S.O. 328.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the State Bank of India and their workmen in respect of the matter special in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. H. J Naqvi shall be the Presiding Officer, with headquarters at Kanpur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of State Bank of India, Kanpur in discharging Shri J. N. Misra, Cashier, Basti Branch with effect from the 19th January, 1971 is justified? If not, to what relief is he entitled?"

[No. L. 12012/186/72/LR III]

New Delhi, the 23rd January, 1974

S.O. 329.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the arbitrator in the industrial dispute between the employers in relation to the Food Corporation of India, Madras and their workmen, which was received by the Central Government on the 16th January, 1974.

BEFORE THE ARBITRATOR : SHRI K. SRINIVASAN

In the mater of the dispute

BETWEEN

Employer: Food Corporation of India, represented by the Senior Regional Manager, Food Corporation of India, Madras.

AND

Employees: (The cargo handling workers of the Food Corporation of India at Egmore Depot) represented by Shri S. C. C. Anthoni Pillai, President, Transport and Dock Workers Union, Madras.

AWARD

In connection with its operations of import of foodgrains and fertilisers, the Food Corporation of India, maintains a godown at Egmore. After import and clearance from the Madras Port, the goods are sent on to this Egmore Depot. The bags of grain or fertiliser, as the case may be, are unloaded from the lorries by which they reach the depot and are stacked therein. This is done by a labour force, known as Loaders, employed by the Food Corporation of India. These same persons are again called upon to load the bags on the railway wagons, when the goods are despatched elsewhere.

Prior to 1-11-1965, this work was done by contract labour. From that date onwards as the result of an agreement between the Food Corporation of India and the workers, the work was departmentalised. At the start, 3 gangs of regular piecerated 2 gangs of temporary piecerated workers and one gang of regular timerated workers were enlisted. The piecerated workers were employed in the task of unloading the bags received from the harbour, stacking them and loading them in due course for despatch. The timerated workers were utilised in cleaning the depot, in sweeping and cleaning the spilt grain etc. Each gang of piecerated workers consists of one Maistry and 14 men. (The timerated gang includes women.) The agreement guaranteed 12 days minimum employment or wages per month for the regular worker, which was later increased to 18 days per month. The temporary workers were also guaranteed 12 days of work. There was gradually an extension of such benefits as provident fund, leave, holidays with wages, etc. The recommendations of the Central Wage Board conferred further benefits. Differences however arose as to the manner in which the revised wages should be fixed. These and certain other claims put forward by the workers led to a strike on the 20th February, 1973, which was withdrawn on an agreement being reached under Section 10-A(1) of the Industrial Disputes Act to refer the dispute to arbitration. It is in these circumstances that the arbitration proceedings have come to be launched.

It is necessary to state that along with this dispute between the depot workers and the Food Corporation of India, a similar dispute between the harbour workers and the Food Corporation of India was also referred to arbitration. Both arbitration proceedings were proceeded with together, as several points in dispute were common to both; and except where the question was totally different, the arguments dealt with both disputes as one. In what follows, though the general discussion-centres round the dispute in relation to the harbour workers, it is equally applicable to the other dispute as well.

One of the more import matters upon which the Food Corporation of India and the Unions have differed over the years is the question of the minimum guarantee of employment. It is :

(i) Whether any increase in the existing minimum guarantee of 18 days is justified? If yes, whether it should be increased upto 21 days and from what date ?

(In what follows, the Food Corporation of India will be referred to as the FCI or the Corporation, the Dock Labour Board as the DLB and the Madras Port Trust as the MPT).

On the abolition of the system of contract labour, when Governing acting through the Director-General of Food departmentalised the workers employed in the handling of foodgrains and fertilisers, a settlement was entered into on 1-4-1965. According to this settlement the foodgrain workers belonging to the Transport and Dock Workers Union were to be listed as regular workers. These regular workers, as they may be called, were assured of 12 days minimum employment under certain conditions. The settlement also provided that every piecerated worker would be entitled to an adjustment allowance when he was booked to work in the second or the third shift. There was also the benefit or attendance allowance for every worker reporting for work but not provided with work on any of the three shifts on a day. The workers were to be paid on extra Rs. 1 per head for work done on Sundays and holidays during which the port was working. It is not at present necessary to detail the various other clauses of this settlement. But at this stage a brief reference may be made to the manner of deployment of the labour force. Whenever any vessel carrying foodgrains or fertilisers arrives at the port, the FCI gives notice to the Dock Labour Board. Normally, when any vessel carrying general cargo is in port, the Dock Labour Board arranges its labour gangs to clear the goods from the holds. When once the goods are landed on the wharf by the DLB workers, they pass into the possession of the Port Trust Authorities, whose employees transfer the goods to the traansit shed, from where deliveries are made to the consignees. In the case, however, of foodgrains or fertilisers, they are generally received in bulk. The FCI indents upon the Dock Labour Board for the labour required to remove the goods from the holds of the vessel and land them on the wharf. In the form in which these goods arrive, it is not possible for the Port Trust employees to remove the foodgrains or the bulk fertilisers to the transit shed. It is at this stage that the FCI employes its labour force. The employees are called Loaders and Fillers and their Maistries. The Fillers fill the gunny bags with foodgrains and stitch them to make them capable of being transported to the transit shed by the Port Trust employees. At the transit shed also, the Loaders employed by the Food Corporation, load these bags into the railway wagons or on to the lorries, as the case may be. It would thus be seen that the labour force employed by

the Food Corporation works more or less alongside the labour gangs employed by the Dock Labour Board and the Port Trust.

As already stated, the minimum guaranteed employment was 12 days under the settlement dated 1-4-1965. In 1966, another settlement was reached whereunder the minimum guaranteed employment was increased to 18 days. This was in respect of regular workers. There were also temporary workers who had not been given any minimum employment earlier but who under this agreement of 1966 were given such guaranteed employment for 12 days in the month. Subsequently, various other additional benefits were conferred on the regular workers, such as sick leave for 7 days in a year, privilege leave of 1/17 of the total number of days on which the worker actually reported for duty weekly off-day and a total of 15 paid holidays during the year. It is stated that when the FCI took over the departmental labour, previously employed by the Regional Director of Food, the workers were assured of the continuance of all of these benefits. Indeed, it would appear that the privilege leave was enhanced to 1/11 the number of days spent on duty and casual leave for 15 days in the year was also allowed.

By or about 1968, when the Food Corporation took over the labour force, there would appear to have been about 3000 men in employ. With the decline in the import of foodgrains, all temporary hands were discontinued from employment on payment of some compensation. It was found necessary to reduce the permanent labour force still further and the FCI at that time estimated its labour requirement as 1244, so that nearly 1000 hands became surplus. In February, 1972, it was mutually agreed between the Corporation and the Union that a voluntary retirement scheme should be introduced and that the workers should be invited to retire accepting the benefits provided under the scheme. The details of that scheme are not of any present importance. It would suffice to say that the scheme was worked successfully and the strength of the labour force reduce more or less to the level required by the Corporation. Even at the stage of those discussions, it would appear that the demand for raising the minimum guarantee existed, for in Clause 9 of the settlement, it is stated :

> "Six months after the voluntary retirement scheme is implemented, the question of raising the minimum guarantee will be considered."

In the Claims Statement of the Union, it is pointed out that after the voluntary retirement scheme had been implemented, the Union had been urging upon the FCI to revise the minimum guarantee. When the Corporation called upon the Union to support its claim the Union pointed out that when the Corporation fixed the strength of the labour force considered absolutely necessary, it was implicit that there could be no surplus to the requirements thereafter and that in these circumstances it should necessarily follow that there should be availability of work (for more than 18 days. But when, however, this demand (among others) was not accepted by the FCI, a strike was resorted to leading in due course to the present arbitration.

The FCI in its counter states that on the basis of minimum guarantee of 18 days, a worker gets an additional 4 days in the month for weekly off, 15 days casual leave, 15 days' festival holidays, 7 days' sick leave and 33 days' earned leave in the year. Statistics have been furnished for a few months in 1972 and 1973 to show that the available work for various categories of workers does not even reach the minimum guarantee of 18 days.

The important aspect of the argument advanced in support of the claim is that in all the ports in India, and indeed even in the Madras Port, the workers employed by the Dock Labour Board or by the Port Trust are given minimum guaranteed employment for 21 days. Mr. Anthoni Pillai, for the Union emphasises the psychological aspect of the matter and contends that when labourers employed similarly are given 21 days' minimum guarantee, the FCI workers, who work side by side with those other workers, very naturally feel discontented. It is urged that these workers are given all the other benefits which like workers of the Dock Labour Board or the Port Trust are given; only in the matter of this minimum guaranteed employment does this difference unjustifiably exist.

The contentions raised by the labour are met in the following manner by the Corporation. Firstly, the work available under the Corporation is not seasonal, as for instance, in the case of sugar manufacture. It is not permanent as in the case of textiles. The work which the Corporation can give to its workers depends upon the import policy of the Government and even more upon the frequency of arrival of the ships. It is a well-recognised fact that dock work is casual and intermittent with the necessary consequence that work will not be available for all the 30 days in the month. That is the case not only with ports in India but the ports elsewhere in other parts of the world as well. The demands made by the Union have to be examined against this background.

The normal rule with regard to labour is that if there is no work, then no wages are payable. This minimum guarantee given to workers in this line is an exception to the above general rule. Indeed, this very fact shows that labour itself recognises that it has to be without wages for some days in the month. The question then is, how the number of days of minimum guarantee should be fixed ? What are the principles governing such fixation ?

The comparison sought to be drawn by the Union with the State of things in the Port Trust and the Dock Labour Board with reference to the number of days of minimum guarantee is, according to the FCI, wholly improper. In so far as the FCI is concerned, it is not governed by any scheme like the Dock Labour Board Scheme but by agreements which it has entered into with the Unions. In the last of such agreements, the number of days of minimum guarantee in so far as the FCI workers are concerned was raised to 18 from 12. It is for the Union to show that things have changed so greatly since that agreement as to justify raising the minimum guarantee to 21 days. Even on the basis of 18 days of minimum guarantee, it is pointed out that the worker gets wages for a total of 28 days. Taking into account the paid four weekly offs, 15 days casual leave in the year, 7 days sick leave in the year, 33 days earned leave and 15 days festival holidays, on the average for a month these additional paid non-working days come to 10, so that with the minimum guarantee of 18 days, a worker gets wages for round about 28 days in the month. If the claim of the labour is true that the work has increased, then, there is no need at all for the minimum guarantee, for if there is sufficient work, all the workers will be employed throughout all the working days in the month. Nor is it correct to say that the Dock Labour Board gives the minimum guarantee of 21 days for all the labourers employed by it. Whether this minimum guarantee of 21 days obtains today or not, there were occasions in the past when different classes of workers of the Dock Labour Board had different minimum guarantees. Indeed, a letter was produced during the hearing from the Port Trust to show that the minimum guarantee for A and B categories, Shore Mazdoors, is 18 and 15 days respectively. The learned counsel for the FCI points to these differences and urges that a comparison with the Dock Labour Board or the Port Trust is not the proper test at all and that one must in the last resort examine the volume of work which the employer is able to offer.

It has already been pointed out that the Dock Labour Board workers work within the hold of the ship. Working in confined space under the slings operated by winches or cranes, their work is far more hazardous than the work of the FCI employees who work on the wharf after the slings have discharged the foodgrain or the fertiliser. It is also pointed out that the DLB has a monopoly of the supply of the labour in so far as working on board the ships is concerned. It charges a heavy fee for the labour it provides for clearing the holds and the FCI has to pay for it. It is emphasised that it is out of such levy that the Dock Labour Board is able to give a high minimum guarantee of 21 days to the labour employed by it. It is quite possible, so argues the learned counsel, that if outside labour could also work in the holds of the ships, the position could well turn out to be a competitive one and the Dock Labour Board would not be able to charge such high rates for the labour it provides and nor could it therefore give a high minimum guarantee. Lastly, it is pointed out that the Dock Labour Board employees handle both imports and exports and in so far as the Dock Labour Board's charges for the exports are concerned, those charges fall upon the foreign importers, who probably pay very heavily for the labour supplied. Can you

compare this state of things, so argues the learned counsel, with the FCI which handles the foodgrains and fertilisers imported at the cost of the public exchequer and is not a profit-making organisation? The DLB workers can handle different types of Cargo, but the Corporation workers depend only on the limited imports, which is dependent on the policy of the government and also depends on the arrival of the ships.

The further argument for the Union is that the Bombay foodgrain workers get 21 days minimum guarantee under a settlement dated 20-5-1971 with regard to godown workers and a similar settlement with regard to the workers at the port; and that a similar increase is denied to the FCI workers. This is resisted on the basis of the considerable differences which exist between the conditions obtaining with regard to the Bombay workers and the Madras worker. Firstly, in favour of Madras, it is pointed out that the benefits which the Madras worker gets by way of casual leave, uniform, disappointment wage and festival holidays are more generous than in the case of the Bombay worker. The Bombay port employs mechanical discharge facilities and has a further capacity of handling as many as six foodgrain vessels at a time. Broadly stated, nearly two lakhs of tons per month of foodgrains are handled in Bombay as against 60,000 tons bulk and 20,000 tons of bagged foodgrains every month in Madras. All of these features indicate that in Bombay Port the foodgrains worker should get work for a much larger number of days than the Madras worker, so that it is not a hardship to the FCI to grant him the minimum guarantee of 21 days. But, in so far as Madras is concerned, the number of days on which work is available to these workers is so low as compared even with the 18 days minimum guarantee that it is impossible to increase it any further.

The next argument of the Union that the FCI having reduced its working strength in 1972 to the extent commensurate with the available work, it should necessarily follow that this strength should be regarded as the permanent strength and that the minimum guarantee of 21 days should therefore be granted to them, for taken together with the extra 10 days of paid non-working days, the total would come to 30 or 31 days. In 1972, when the strength of the labour force was reduced, it was done by mutual agreement between the Union and the FCI. The repeated statement of Mr. Anthoni Pillai that the reduction was made *unilaterally* is one I am not able to accept, for the 1972 agreement was signed by Mr. Anthoni Pillai for the Union and every paragraph therein reads "It is agreed....." It is true that the FCI offered to pay some compensation for the voluntary retirement of the workers, but if, in fact, work was available for a much larger force than what was retained, I can hardly see how the Union could have accepted the voluntary scheme at all. In 1972, it was estimated that 50,000 tons of bagged foodgrains, 20,000 tons of bagged fertilisers and 20,000 tons of bulk fertilisers would be received at the Madras Port every month and it was on this basis that the labour strength was fixed. One of the conditions of the agreement was that the bulk fertilisers should be standardised by the labour, which ought to be weighed in the scales after being bagged. It is argued on behalf of the FCI that the labour did not carry out the standardisation of bulk fertilisers, with the result that these imports of bulk fertilisers had to be diverted to other ports (Whether for this reason or not, it is not denied that bulk fertilisers are not landed at this port). In effect, therefore, the volume of work that could be handled by the FCI employees fell to the extent to which these bulk fertilisers were diverted elsewhere.

On this aspect of the matter, it has been contended by Mr. David, Elected Representative of the workers at the Port, that in addition to these items, there is a large import of Muriate of Potash, the details of which have not been taken into account by the FCI. According to the FCI, however, the Muriate of Potash is handled on behalf of the Ministry of Agriculture and delivered to the Indian Potash Limited, which in turn distributes it to the Madras Fertilisers and other companies. Now, it appears that these consumers of Muriate of Potash do not want this chemical to be bagged at all. The Corporation contends that its workers could come into the picture only in the case where bagging of the chemical, the Muriate of Potash, is called for. If this chemical, the Muriate of Potash, is not to be bagged at all, what happens is that it is delivered in bulk directly on to the lorries brought on the wharf and taken away to the consumers. The result is that no part of the work involved in the import of this chemical is undertaken by the Corporation employees.

It is also urged by the Corporation that in fact the Indian Potash Limited on whose behalf this import is handled by the Food Corporation has been complaining of heavy charges. Indeed, it appears that this work was taken over by the Corporation after considerable discussion with the Ministry of Agriculture, and solely in order to provide the FCI workers with enough work. If the minimum guarantee is increased to 21 days, it would mean that the Corporation has to face a heavier bill for idle wages. It would increase the cost of handling this chemical and that will result in the Ministry of Agriculture taking away this item of work from the Corporation.

Lastly, the comparison with the Dock Labour Board, it is pointed out, is made with reference to certain categories of workers who are very few in number, such as Tindals and Syranges and other chipping and painting workers, who form a very small fraction of the total strength of the dock labour. Apparently, this class of workers has to be maintained whether there is sufficient work or not and the paying of idle wages for several days for a small proportion of workers, as the Dock Labour Board is called upon to do in the case of these workers, would not affect the position in so far as the remaining large number of workers are concerned, who, as has been pointed out, deal both with imports and exports. In contrast, the total strength of Loaders (FCI) is 771. The statement forming part of the counter of the Corporation shows that during the nine months from May, 1972, to January, 1973, the available work had averaged to 16 days in the case of these Loaders. In the case of Fillers, whose strength is 382, the number of days of work available has varied largely from month to month and the average for the nine months was 6.3 days only. The FCI asks whether in the light of these circumstances any increase of minimum guarantee would be financially feasible.

This considerable disparity in the number of days of work available to Fillers and Loaders is commented upon by Mr. David. But a little examination will show that this difference is bound to exist. When the slings discharge the foodgrains into what is called a chute wagon (a wagon with openings on its sides), the filling gang starts its work. One member of the gang operates the opening of the chute and two members fill a gunny bag; the bag is removed and other workers stitch it and make it ready for the Port Trust workers to remove it to the transit shed. At the transit shed, the Loaders are present. Their work is to load the lorries for further onward transmission of the goods. If the transit shed is full, loading having stopped for some reason or other, the Fillers will have to stop their work and further discharge of the cargo comes to a halt. If there is rain, no work can be done in the open; Fillers have to stop work, while the Loaders can carry on their loading operations. It will be seen that in general, Loaders will have work for a greater length of time than Fillers, as loading is a more tedious and time consuming work than filling and stitching.

Nor, according to the Corporation, is the comparison with the daily rated workers, both male and female, employed by the Corporation, a proper basis. These daily-rated workers are employed on a variety of tasks and their average employement is quite high, according to the statement referred to. While the work of loading and stitching is the task which is done shortly after the consignment is landed on the wharf, the other items of work which the daily rated workers are called upon to do, such as cleaning the godowns, gathering the split grain, cleaning it and re-bagging it, the shifting of bags from place to place, etc., are items of work which occupy them throughout the day. That being so, the fact that these persons have work for almost the full month is no basis for holding that the Loaders and the Fillers should also be given the minimum guarantee to secure their earnings for a month or 30 days.

Mr. David has placed before me figures of imports of foodgrains and fertilisers for a few months obtained from the Dock Labour Board. They do not contradict the statement of the FCI that the actual imports have fallen short of the estimate that was made in 1972 at the time the voluntary scheme was put into effect. The argument of

Mr. David that the FCI can offer more work and therefore the raising of the minimum guarantee will not be a real burden on the Corporation is not substantiated by the figures.

Apart from all these, what Mr. Anthoni Pillai repeatedly insisted upon was what he called the psychological aspect of the matter. In effect, he said, "Here are the DLB workers on oneside of me and the MPT workers on the other. They are doing the same kind of work as I am doing. They are given a minimum guarantee of work or wages for 21 days. Why should I be treated differently?" and he argues that this leads to discontent and industrial unrest. I have already pointed out that the FCI cannot be compared with the DLB or the MPT. I am unable to agree that in the matter of provision of a minimum guarantee, there cannot be differences between employer and employer. On a careful consideration of all relevant circumstances, I am of the view that there is no justification for any increase in the existing minimum guarantee.

Issue III

Whether the present mode of calculation of differential pay admissible to a Maistry, when he is on piece-rate, is being correctly adopted per agreement dated 9-2-1972. If not, in what manner it should be calculated and from what date?

This question relates only to the Gang Maistries of Loaders and Fillers. Shortly put the demand is that at all times and on all occasions, the Maistry should be granted the differential of Re. 1 over and above the pay which he is entitled to under the Wage Board Award. It will be seen from the question itself that what is objected to is the mode of calculation of the differential pay admissible to a Maistry when he is on piece rate. (In order to understand the implications of this question, it is necessary to refer to the earliest agreement wherein this differential payment to the Maistry is fixed and the circumstances under which it is to be paid.)

Before doing so, I shall first refer to the averments in the Claims Statement and the counter. It would appear therefrom that prior to departmentalisation when the Regional Director of Food employed labour through contractors, the Maistry was paid *twice* the average piece-rate earnings of the men in his gang. On departmentalisation, this was altered to a differential of Re. 1 to be paid to the Maistry over and above the average piece-rate earnings. On the introduction of scales of pay by the Wage Board (the scale of pay of the Maistry being Rs. 125-3-134-4-170; that of the Filler Rs. 104-2-116-3-140; and of the Loader Rs. 115-3-136-4-160), a dispute arose whether the Maistry was still entitled to the differential of Re. 1. In an agreement dated 9-2-1972, the continuance of this payment was agreed to. The Union's statement does not set out how the mode of calculation is faulty or from what date such faulty calculation to the detriment of the Maistry is being made. The other claim petition filed by Mr. David is equally silent thereon but it appears to pinpoint the demand by stating that the differential of Re. 1 should be paid "to a filling and loading Maistry in addition to the daily piece rate earnings he earns and the differential in pay between a Maistry and a Mazdoor with effect from 1-1-1969".

In the counter, it is said that as the Wage Board has provided a higher wage scale for the Maistry, there is no longer any reason to pay the differential "to the Maistry on the days on which they work as time-rated workers when they get a time-rated wage and a minimum wage".

(The contentions raised in the Claims Statement of the Egmore Depot workers and those in that of the Port workers are identical; equally so are the grounds of resistance by the FCI in its respective counters.)

It is now necessary to refer to the earliest agreement dated 1-4-1965 in order to understand the demand with some precision. In Clause 2A(b) relating to piece-rated workers the following finds place:

> "A minimum guaranteed wage of Rs. 4 per shift would be payable to a piece-rated worker when either sufficient work was not available or could not be performed for reasons beyond his control to enable him to earn that much amount. The minimum guaranteed wage for a Gang Maistry will be Rs. 5 per shift."

This paragraph clearly defines the minimum guaranteed wage payable to a piece-rated worker on his Gang Maistry. Clause 8 of this agreement is also extremely relevant. It reads:

> "The piece-rated workers will be divided into gangs as follows. . . . Each Gang Maistry will be paid Re. 1 per head per shift over and above the earnings shared with the other members of the Gang. This differential will apply to daily/monthly guarantee and holiday payments."

While the earlier paragraph 2A(b) specifies the minimum wage of a worker as Rs. 4 and of a Gang Maistry as Rs. 5 per shift, this clause deals with what is described as a differential of Re. 1 payable to the Maistry "over and above the earnings shared with the other members of the gang". Both clauses refer to piece-rated workers only; but one fact stands out. It is that the difference of Re. 1 referred to in the earlier clause is a difference between the minimum guaranteed wages of the Mazdoor and the Maistry and *does not* represent what may be called the Maistry's differential contemplated in Clause 8. Confining our attention to the agreement of 1-4-1965 and reading these clauses together, it is clear that in the set of circumstances when only the minimum guaranteed wage is payable in terms of Clause 2A(b), no question of payment of the differential of Re. 1 to the Maistry under Clause 8 can arise; for this differential is payable as an extra remuneration to the Maistry over and above the average of the earnings of the members of the gang. That particular situation will not arise when only the minimum guaranteed wage is payable.

It was stated earlier that the Claims Statement does not set out precisely in what manner the FCI has wrongly calculated the differential payable to the Maistry. But if it is the claim that even when the minimum guaranteed wage alone is payable the Maistry should still get the differential of Re. 1, that must be negatived for the reason set out in the preceding paragraph.

At this stage, I may refer to an argument advanced for the FCI that on the days on which the workers earn only the minimum guaranteed wage, the workers are not on piece-rate but work as time-rated workers. I am unable to appreciate this argument. The fixation of a time scale of pay by the Wage Board did not alter the nature of the work. While previously the wage was an unaltered figure of Rs. 4 for the worker year after year, which was so low as not to provide the means for a reasonable standard of life and also gave no incentive or weightage to the length of service, the Wage Board fixed a scale, which, partly perhaps, cured the defects. It only fixed the minimum wage payable to the worker, which would increase with the length of service on foot of the scale of pay. That the scale of pay has a time-rated element in the sense that annual increments are provided therein does not make the Loader or the Filler a time-rated worker getting "a time-rated wage and a minimum wage" as stated in the counter.

It is obvious from a perusal of the agreement dated 1-4-1965 that filling and loading operations are classified as piece-rated work. The time-rated or daily rated workers perform other functions which are set out in great detail in Clause (ii) of the Schedule to the 1-4-1965 agreement. Indeed, the argument that when a worker earns only the minimum guaranteed wage, he is only a time-rated and not a piece-rated worker is repelled by the very wording of Clause 8 which says that the minimum guaranteed wage is "payable to a piece rate worker" in the circumstances therein. The argument of Mr. Ramaswamy, learned counsel for the FCI, that the worker (Filler or Loader) is a time-rated worker up to the point where his earnings cross the minimum wage level and a piece-rated worker only when his earnings exceed the minimum wage finds no support from the well recognised classification of the work and the workers or from the terms of the agreement. I am of the view that the Fillers or Loaders while employed on their respective jobs cannot for any reason whatsoever be regarded as time-rated workers.

In further support of the same argument, reliance was placed on Clause (iv) of the agreement of 9-2-1972. It appears that on the strict application of the Wage Board formula, the computed wage of the Head Maistries and the Filling and Loading Maistries actually fell below their then wages. This anomalous situation was set right in this agreement by refixing their wages at a higher level. In that context, Clause (iv) proceeded to say further: "It was also agreed that on the days on which they work on piece-rates, they will be eligible, in addition to piece-rate earnings, for a sum of Re. 1 (Rupee one only), the amount being treated as differential pay". This is nothing different in substance from what is contained in the 1965 agreement. Presumably, this was put in to emphasise that notwithstanding the fixation of the pay of the Maistries at a higher level, they were not deprived of the Maistry's differential of Re. 1. But this clause can hardly be pressed into service in support of the argument that Fillers and Loaders, who are piece-rated workers by definition in the 1965 agreement, cease to be such solely because their piece-rate earnings do not exceed the minimum wage.

It is unfortunate that the agreements did not provide for the amount of work which a worker working with ordinary diligence was expected to do, it is only by a process of inference that one can reach a conclusion on this head. Clause 2A(b) of the 1965 agreement, which guarantees the minimum wage of Rs. 4/-, is conditioned thus: "When either sufficient work was not available or could not be performed for reasons beyond his control to enable him to earn that amount." Turning to the schedule, we find that the rate (piece-rate) for filling and stitching of bulk cargo (foodgrains) is Re. 1/- per metric tonne nett. It follows from this that a foodgrain Filler was expected to turn out 4 metric tonnes; and even if he turned out less work, he would be entitled to the minimum guaranteed wage if the conditions of the above clause applied.

The 1965 agreement contains a "without prejudice" clause which says that the rate of wages and benefits recommended by the Wage Board and accepted by the Government of India would be substituted as if the same were incorporated in the agreement. The FCI's contention based on this clause is this: The pre 1-1-1969 minimum guaranteed wage was Rs. 4/-. The minimum wage fixed by the Wage Board on the scale applicable to a Filler, as on 1-1-1973, is Rs. 5.04. If you read this with the relevant clause, it follows that a Filler should turn out 5.03 tonnes. Pursuing the argument previously noticed, it is said this piece rate work begins only when his quantum of work exceeds 5.04 tonnes.

It seems to me that this contention is falicious. To push the matter to its logical extreme, if we assume that the wage is re-fixed and worker becomes entitled to a minimum guaranteed wage of Rs. 10/- on a suitable time scale, does it mean that he has to exceed ten tonnes in order to get on to the piece rate? It may also turn out that the outturn based on this argument would differ from gang to gang and even between the members of a gang if they are at different points on their respective time scales. In 1965, when that agreement was entered into, it was contemplated that a gang could turn out work at the rate of 4 tonnes per member, and on that basis the minimum guaranteed wage of Rs. 4/- per worker seems to have been fixed. The physical capacity of a worker cannot possibly increase solely because his scale of pay entitles him to a slightly larger minimum wage. What is even more singular in this argument is that it calls upon the worker to turn out more and more work with each year of his advancing age! This argument in effect twists the Wage Board recommendations into a procedure for fixing the work norms, which to my mind is wholly unwarranted.

Another aspect of the matter requires notice. The piece rate for a foodgrain Filler is Re. 1/- per tonne. This piece rate has not been altered even after the Wage Board scales were given effect to. If the minimum guaranteed wage is Rs. 5.03 for an output of 4 tonnes, the rate per tonnes would be Rs. 1.25 and not Re. 1/- as set out in the Schedule to the 1965 agreement. Indeed, the FCI is not prepared to accept anything above Re. 1/- as the piece rate per tonne. The same reasoning on which I have held that the work load could not increase with the increased scale of pay will apply here. Since the workers are likely to have different minimum wages at any particular point of time, the rate per tonne so calculated would differ from worker to worker leading to the existence of a multiplicity of piece rates for an identical piece of work. It must thus be taken that the piece rate set out in the Schedule continues in force.

The contrast between the stands taken by the FCI and the Union is brought out by the following example.

A worker's minimum wage (Wage Board) is Rs. 5.03. He is entitled to this even if he turns out only 4 tonnes. If the gang turns out 5 tonnes per head, the wage as per the piece rate would be Rs. 5/-; but the worker would get his minimum guaranteed wage of Rs. 5.03. Equally, the Maistry would get the piece rate earning of Rs. 5/- plus Maistry's differential of Re. 1/-; the total being Rs. 5/, he would be given his minimum wage scale pay of Rs. 6.23. This mode of calculation is the natural result of the Corporation's view of the norm of work and on when the workers are on piece rate. Whatever that may be, the consequences of this mode of calculation are worth noting. A worker can well say, "I get my minimum wage of Rs. 5.03 if I turn out 4 tonnes. I do not get a pie more for the extra tonne, if I turn out 5 tonnes. Even if I do 6 tonnes I would get only Rs. 6/-, in effect giving me only Rs. 0.97 only over the minimum wage for the extra two tonnes, while I should normally expect Rs. 2/- for this extra work". It is not difficult to see that the worker would be unwilling to do more work, when his extra labour fetches no reasonable return. Indeed, if the FCI's object is, as it should be, to secure a rapid clearance of the cargo, the method followed in doling out the wages seems ill-adapted to that end.

What the Union therefore claims is that the Wage Board increase should be kept apart; that the wage alone should be worked out on the basis of the 1965 agreement with the minimum wages and schedule of rates specified therein; and thereafter add the Wage Board increase. Thus, if the minimum wage of the Maistry is Rs. 6.23 (on his scale) and if the gang turns out 5 tonnes per head, i.e., Rs. 5/- being the shared earnings, the Maistry should get this Rs. 5/- plus the Maistry's differential of Re. 1/- plus the Wage Board increase of Rs. 1.23 (Rs. 6.23 minus his minimum guaranteed wage of Rs. 5/- under the 1965 agreement), making a total of Rs. 7.23.

I am of the view that the above is the correct method of calculation of the differential pay admissible to the Maistry. The method adopted by the Corporation results in its being partly absorbed by the Wage Board increment which is totally unjustified.

The Union claims in its statement that the Maistries should be allowed the differential as above calculated from 1-1-1969. We are a long way from that date; the examination of the claim would call for the scrutiny of the daily outturn of work of over 70 gangs over a period of 5 years. It is even doubtful if the records would be available. Whatever it may be, one has the right to expect a claim of this kind to be made with some diligence. If the Union thought the method of calculation wrong, it should have come to light shortly after the Wage Board scales were introduced. What then was done in 1970, 1971 and 1972? Far from there having been any complaints in this regard, we find in the agreement of 9-2-1972 only a passing reference to the Maistry's differential. There is nothing to indicate any dispute about it at that time, though this agreement speaks of "pressing problems and longstanding disputes." The claim to the extent to which it seeks to re-open the matter from 1-1-1969 onwards has been unconscionably delayed. Obviously also, several employees might have died or retired or otherwise severed their connection with the FCI; no claim could be put forward by them or on their behalf. Further, this claim seems to have been mooted for the first time only on the eve of the events that led to this arbitration and after the package deal in the agreement of 9-2-1972 was finalised on 30-4-1972.

For all these reasons, I am of the view that the claim should be examined in the light of the observations contained herein: (1) in the case of those Maistries who were in service on 1-5-1972 and who might have died, resigned or retired since, or who still continue in service; and (2) in the case of others who might have become Maistries

since that date. The work should be completed within four months from the date of the publication of the award and any amounts payable should be disbursed to the concerned persons within a month thereafter.

In the Claims Statement of the Union, a prayer has been added that this differential should be treated as wages for the purpose of Provident Fund contribution. But the dispute as set out in the issue agreed to by both the parties does not raise this question. As the Arbitrator is bound by the terms of reference, I am unable to go into this aspect.

Issue IV.—Whether the out-door medical facilities be extended to the families of the workers, and if so, from what date?

Note : The employer has agreed to the extension of this facility in principle.

It may be stated that the FCI agreed to the extension of these facilities in principle. A note to that effect is made in the reference itself. The complaint of the workers is that the Corporation has been paying only lip sympathy to this principle but has failed to translate it into practice. What the workers now demand in the Claims Statement is that this principle should have been implemented as far back as on 1-4-1965 when the labour was departmentalised; that the cost of the extension of this benefit should now be computed and should be deposited in a welfare fund or should be disbursed to the workers as a welfare allowance; and that the Arbitrator should appointed a date for the extension of this facility and on failure of the Corporation to comply therewith, a penal rate of contribution should be directed to be paid by the Corporation into the fund.

In the counter filed by the Corporation, it is conceded that the principle has been accepted and it is claimed that action has been taken progressively. It is pointed out that the Corporation has been reimbursing the hospital charges to regular workers and their families if treatment is had as an inpatient in a government hospital and has also been reimbursing the hospital charges in maternity cases and that out-door medical facilities are furnished to the workers at the dispensary run by the Corporation. In so far as the Egmore godown is concerned, it has not been possible to secure necessary accommodation so far and the Corporation claims to be taking adequate steps to meet this demand. It is urged that the scheme for computing the benefits monetarily and paying of any amount either to the workers or into a welfare fund does not arise in these circumstances.

In the settlement reached at Delhi on 16-11-1970, a clause provided for reimbursement of hospital charges on production of vouchers for the workers and the members of their families. A prior settlement was reached some time in 1966. A clause therein stated:

> "The abovementioned benefits will be available with effect from 1-4-1966 except in the case of contributory provident fund and out-door medical treatment which may take a little longer to complete the formalities."

That was with regard to workmen included in regular gangs classified as A category workers. With regard to the workers included in the temporary gangs, the relevant clause stated:

> "The workers will be given out-door medical treatment as soon as necessary arrangements have been made for the same."

In 1967 again, there were discussions between the Department of Food and the Union. As a result of these discussions, the Administration agreed "to consider the question of extending the benefit of reimbursement of hospital charges if any worker listed as regular (and to his wife or his children if the Port Trust gives such equivalent concessions to its labour) is detained as a patient in a government hospital on production of vouchers. With regard to out-door medical treatment, the Administration will seek once again to persuade the Madras Port Trust or the Madras Dock Labour Board to agree to accord out-door medical treatment to departmental dock workers. If no such arrangement can be had...the Department will take early steps for opening a dispensary." It is common ground that a dispensary was opened on 2-10-1969 and that workers at the Madras Port are receiving out-door medical treatment at this dispensary. The complaint, however, is that this facility has not been extended to the families of the workers except to the extent already indicated in the settlement of 1970. Mr. Anthoni Pillai argues that it is exceedingly difficult for a worker to go to a government hospital and secure medical treatment therein and obtain the necessary vouchers from the medical authorities to substantiate the claim for reimbursement. It was urged, therefore, that the medical facilities agreed to be provided by the Corporation should be amplified to a greater extent. It is also contended that in so far as the hospital charges are concerned, the Corporation is willing to reimburse the charges of hospitalisation only and not such additional expenses as may have to be incurred, such as taking of X-rays, etc., for the purpose of diagnosis. It is also pointed out that at Bombay, the foodgrains workers at godowns have been granted medical benefits not only for themselves but for their families as well, such facilities being given at the dispensary maintained by the Corporation. The benefit of reimbursement was also extended to industrial workers and their families by a settlement reached on 20-5-1971 between the Corporation and the concerned Union.

Mr. Anthoni Pillai has also referred to the Dock Labour Board Medical Treatment Rules, which confer far greater benefits on the workers and their families than the Corporation does.

Mr. Ramaswami, learned counsel for the FCI, urges that the issue as placed before the Arbitrator does not call for an examination of the extent of the medical facilities; that if it is decided by the Arbitrator that the facilities should be extended to the families, the question is answered and nothing further survives for consideration. This issue could no doubt be strictly construed in that manner. But how the parties understood it and what it was that they desired should be considered by the Arbitrator are revealed by the Claims Statement and the Counter. A question such as the provision of medical facilities should not, normally speaking, have come to the stage of a dispute, since it has, I consider it desirable to deal with it in its broader aspects, though briefly.

In the course of the arguments, it came to light that the FCI has not yet completed a list of the worker and the members of his family eligible for medical relief. This dilatoriness is hardly commendable. Without making a record of this kind and without furnishing the worker with a card of identity, and without enlarging the existing dispensary with additional staff (including a lady doctor), the FCI cannot be held to have fulfilled its undertaking. Equally, the worker cannot get himself treated elsewhere and get hospitalised unless the doctor in charge of the FCI dispensary certifies such a course to be necessary. I am making these observations as it appeared to be that both sides were somewhat hazy with regard to details.

The present position is that a dispensary has been working from 2-10-1969. The FCI should enlarge it suitably to the present requirements. A clear set of rules governing the size of the dispensary, the conditions under which hospitalisation and ancillary charges would be reimbursed and other attendant matters should be drawn for the guidance of the workers.

The further part of the question, "and if so, from what date?" can be answered in only one way. No facility of this kind can be extended retrospectively. The direction that can be given is that the FCI should make the facilities indicated earlier available to the workers and their families not later than one month from the date of the publication of the award.

The further claim is that the value of the hitherto unprovided benefit should be computed and that the amount which the FCI has saved by not providing this facility should be paid into a welfare fund or distributed to the workmen. This claim is to my mind little short of

fantastic. Even if the facility had existed, to what extent it would have been availed of is a matter of conjecture. To value it is manifestly impossible. I am unable to agree that the FCI has effected any 'saving', least of all at the expense of the workmen. Unless that is so, there can be no justification for accepting the demand in this regard.

Issue V.—Can attendance allowance, disappointment wage and CCA be added towards the wages of a workman for the purpose of CPF deduction?

The complaint of the Union is that the abovementioned allowances are not taken into account in calculating the contribution to the PF. The short argument advanced is that since these allowances are in the nature of wages, they ought to be taken into account for the above purpose. The principal ground upon which this claim is based is however that the Madras Port Trust calculates the PF deduction on emoluments, which include pay, DA and CCA but excludes HRA and other allowances; but attendance allowance is included. It is therefore said that the Corporation workers should also be granted a like benefit. It seems to me that the argument so broadly advanced cannot be accepted in its entirety. Nor is the flat denial of the claim found in the counter-statement that the allowances sought to be included are outside the purview of the PF Act wholly acceptable. The Corporation states that the Madras Port Trust includes the CCA and other allowances towards calculation of the PF contribution by means of a special resolution of the trustees of that PF. It is also said that the allowances referred to do not constitute retaining allowances under the PF Act and therefore this demand cannot be accepted.

It is necessary to examine the scope of these allowances in order to understand to what extent the claim is supportable. Taking attendance allowance, it is agreed that this allowance is granted to a worker when he attends the workshot but the Corporation fails to provide him with work, and the question is whether an allowance made for this reason can be regarded as partaking of the character of a wage. Even in the Claims Statement of the Union, it is stated that "attendance allowance is the wage payable when a worker reports for work as per scheduled requirements and is not offered employment". The use of the term 'wage' in this connection seems to me to be wholly inappropriate. As far as I understand it and indeed as far as the term 'wage' is generally understood, it is a monetary recompense made to the worker for the use of his time in the performance of work under the directions of the employer. In the settlement of 1965, the provision for this allowance is set out thus: "Attendance allowance at the rate of Rs. 1.25 per shift for every worker will be admissible on the day he reports for work but is not booked for any of the three shifts on a day." Clearly then, this amount is given to the worker not as recompense for any work that he does, but solely for the reason that he reports for work in order to discover whether work is available or not. When the time of the worker is not taken up in the performance of any labour on behalf of the employer, any allowance that is granted solely for the reason that he reports for duty (no doubt as a convenience to the employer to recruit the labour necessary at the time and to the employee to secure work for himself) cannot be regarded as a wage paid for any work done. It is in the nature of compensation for the expenses of travel to and from the workspot. That the Port Trust and the Dock Labour Board calculate the PF contribution on a similar element of allowance is no sufficient justification for the claim that is advanced.

Next it was stated that in a settlement between the Director General of Food and the Union, it was agreed to extend the contributory provident fund benefits to the foodgrain workers. Rules framed in 1966 provided for the inclusion of DA, attendance allowance and disappointment wage in emoluments. Even those rules made a distinction in that prior to 1-8-1967, DA was excluded. After the Corporation came to be created, a new set of regulations was framed under which 'pay' as defined included DA, retaining allowance and the cash value of any food concession but not attendance allowance of disappointment wage. These rules have been in force from 1967 onwards. I am unable to agree with the argument that any pre-existing rights of the employee have been denied by these rules. Indeed, the Employees' PF Act, Act XIX of 1952, in its definition of emoluments excludes dearness allowance and other allowances.

It is not Mr. Anthoni Pillai's argument that all kinds of payments made to the worker should be taken into account for the purpose of the PF. He agrees that the payment must be in the nature of a wage. For the reasons I have already stated, attendance allowance is not of the nature of a wage and has been rightly excluded.

Disappointment Wage.—This allowance is in contrast to the attendance allowance. Under the 1965 settlement, a piece rated worker has to be paid disappointment wage at the rate of Rs. 2 per shift if a worker is relieved for want of work within two hours of 'joining' duty. For a time-rated worker, the disappointment wage will be paid at 50 per cent of the rates specified in the schedule to that agreement, if a worker is relieved for want of work within two hours of 'joining' duty. The expression used in the agreement is "joining duty". The position accordingly is that when these workers appear, they are **booked** for work, but if it so happens that they are not actually provided with work and are "relieved for want of work within two hours of joining duty", then, a piece-rated worker is paid at Rs. 2 per shift and a time-rated worker at 50 per cent of the rate specified in the schedule. This is clearly a case where the employer takes up, though he does not utilise, two hours of the time of the employee, and accordingly he proceeds to pay him some amount. In the nature of things therefore, when the amount is paid for the utilisation of the time of the employee, whether that time is consumed in the performance of any work or nor, it amounts to a wage which the employer pays for so taking up the time of the employee. This undoubtedly partakes of the character of a wage in contrast to the attendance allowance which has been dealt with above. I am satisfied that the disappointment wage is an element of the wage structure which should be taken into account for the calculation of the PF contribution.

In the case of city compensatory allowance, it has been brought to my notice that the Board of Directors of the FCI has, since decided that the existing definition of pay in the Contributory Provident Fund Regulations of the FCI shall be amended with effect from 1-1-1969 to include city compensatory allowance. It is unnecessary for the Arbitrator to go into this part of the issue.

Issue VI.—Whether a Labour Welfare Fund be constituted on the basis of the one framed by the Madras Dock Labour Board or it should be constituted per the Model Scheme framed by the Government of India for Central Industrial Undertakings per Department of Labour Memorandum No. IW/18(1)/46 dated 16th December, 1946, or any other basis, and if so, from what date?

In the Claim Statement, it is urged that the Dock Labour Board from whom the FCI indents for labour when cargo has to be handled on the ship has constructed houses for its workers on large scale. It is pointed out that the Corporation has to pay 300 per cent or thereabouts of the wage of a worker for such indented labour. It would appear that under the rules governing the welfare fund of the Dock Labour Board, 50 per cent of the daily wages so collected from the Corporation and other importers is earmarked for the welfare fund. The Union accordingly argues, if the Corporation could pay a large amount by way of levy to the Dock Labour Board for utilising it as a welfare fund in respect of the labour indented by it, why should not the Corporation create a similar welfare fund for its own employees.

This claim is shortly controverted by the Corporation by pointing out that the Corporation unlike the Dock Labour Board or the Port Trust does not levy any charge from any one. The Corporation is however prepared to adopt a welfare scheme for its departmental workers on a matching basis, that is to say, the Corporation would contribute equally with the worker. A draft scheme has been appended to the counter and it is said that this draft is in line with the schemes existing in government industrial undertakings.

The argument on behalf of the Unions is merely that a similar class of workers under the Dock Labour Board or the Port Trust has the benefit of a welfare fund to which the workers are not called upon to contribute. The suggestion made by the Corporation that it is willing to accept

the proposal for a welfare scheme only if the workers also contribute thereto in a smaller or a greater measure is resisted on the ground that the psychological impact upon the Corporation's workers would be adverse. The mere broad statement that because the DLB and MPT workers have a scheme of that type, the Corporation should also embark on the provision of a similar scheme cannot be accepted. Firstly, both the Port Trust and the Dock Labour Board are commercial institutions, while the FCI, though a business organisation, is not out to make profits. In so far as the DLB is concerned, it is an admitted fact that the DLB collects in respect of the labour supplied by it a considerable amount from stevedores requiring such labour, including the FCI. For instance, if the minimum wage of a DLB worker is Rs. 10 but he happens to earn Rs. 15 for the work done, if such a labourer is supplied to the FCI, the DLB charges which the Corporation has to pay are (1) the wage earned by him, that is, Rs. 15 plus (2) 300 per cent of the minimum wage, that is Rs. 30, plus (3) 50 per cent of that minimum wage, that is, Rs. 5. It is conceeded by Mr. Anthoni Pillai that the last-mentioned sum of Rs. 5 is earmarked for the purpose of the welfare fund constituted by the DLB. There are other numerous importers and exporters from whom also similar amounts are collected by the DLB. All in all, a large amount is built up by these collections. In so far as the Port Trust is concerned, out of the general revenue of the Port Trust, a contribution, subject to a maximum limit of Rs. 60,000 per annum, is made to its welfare fund.

Turning to the Dock Workers Welfare Fund, various amenities are to be provided with the aid of the fund, such as dining halls, canteens, health measures such as provision of artificial limbs, financial assistance to employees in acute distress, recreation facilities for the welfare of the employees and their families such as sports, music, shows, bhajans, etc., and any other items for the benefit of the employees and their families at the discretion of the Chairman of the Madras Dock Labour Board. I am mentioning only a few of the objects on which the fund is expended, extracted from the rules governing that fund. One of the more important welfare measures contemplated by the above rules is the provision of housing for the workers and schools and other educational facilities. I am informed by Mr. Anthoni Pillai that a large number of houses have in fact been built by the Dock Labour Board in which the labourers reside on a subsidised rental basis. The Port Trust Welfare Fund is also utilisable for similar purposes, but the regulations therein do not provide for the provision of houses and schools. Extracts from the Annual Reports of the DLB were produced before me to show that these objects are being fulfilled.

It seems to me that such an ambitious scheme can hardly be thought of in the context of the activities of the FCI. The argument of Mr. Anthoni Pillai is that the FCI is indirectly providing funds from the DLB Welfare Fund if so, the FCI should provide such a fund for its own workers. This argument fails to take note of the fact that it is a levy being made upon the Corporation which it can hardly resist and no such source of income is available to the FCI which would enable it to embark upon such grandiose schemes.

A draft of the regulations for the creation of a welfare fund for the Corporation workers as prepared by the Corporation is attached to the counter filed. According to this scheme a contribution is payable by each worker at Rs. 2 per annum to which the FCI would make a matching grant. The objects upon which the fund can be expended are specified as including the grant of scholarships to the children of the workers, the cost of artificial limbs, payment for special drugs, financial assistance to employees in acute distress, amounts for sports, music, bhajans, etc. The reason for requiring the workers also to contribute to the welfare fund appears to be that in all government industrial undertakings that is the practice.

The model scheme of the Government of India for Central Industrial Undertakings is almost embryonic in its scope. Prepared in 1946, it is hardly suitable as a guide at the present time, particularly so when viewed against schemes such as the DLB or the Port Trust have for their workers. The scheme which provides for a matching grant of Rs. 1 per worker (or less) equal to the employee's contribution will hardly serve to contribute significantly to the welfare of the workers. The Draft Scheme put forward by the FCI in its counter is an improvement upon the model scheme but even so it suffers from the defect that the contributions proposed are so low that most of the objects of the welfare fund most necessarily fail of fulfilment. Subject to the modifications I propose to direct, its draft scheme can be adopted.

Though the Unions appear to resist the suggestion, I am of the view that the workers should also contribute to the fund. The Welfare Fund may be regarded as comprised of two parts: objects having a cultural content, such as provision of entertainments, grant of scholarships and other educational facilities, and objects seeking to provide special drugs, artificial limbs, financial assistance in cases of acute distress, grants for marriages, etc. I can see no reason why a worker should not contribute towards the expenses of his own entertainment and such like purposes. The expenses for the other class of objects, which may be heavier, may well fall on the employer. This leads to the view that the contribution by the employer should be higher than that by the worker.

I direct that a welfare fund be constituted on this basis.

(a) The Corporation should make an outright grant of Rs. 4,000 for the year 1973 against which no contributions will be collectable from the workers.

(b) For each succeeding year, the FCI contribution will be a similar sum, subject to the condition that the regular workers contribute at Rs. 2 per head per annum; and the FCI contribution will be reduced proportionately to the shortfall, if any, in the workers' contribution. The draft scheme submitted by the Corporation will be accepted as it stands, subject to the above modifications incorporated therein and the further modifications as hereunder.

> "A welfare committee consisting of three representatives of the FCI and three representatives of the workers engaged in the undertaking in the harbour and the depot shall be constituted to administer the fund."

The Corporation should give effect to the directions contained above within one month of the publication of the award.

In view of the fact that there are only a few workers at the depot as compared with the harbour, the welfare fund as envisaged above will be a combined one for both sets of workers.

The scheme as modified is set out below in full:

1. The Fund shall be called "The Food Corporation of India Welfare Fund" for Departmental Workers at Madras Harbour.

2. It shall be administered by the JM(PO), FCI, Madras who will be the Chairman of the Welfare Committee.

3. The receipts creditable to the Fund shall consist of the following, viz.,

   (a) The Corporation should make an outright grant of Rs. 4,000 for the year 1973 against which no contributions will be collectable from the workers.

   (b) For each succeeding year, the FCI contribution will be a similar sum, subject to the condition that the regular workers contribute at Rs. 2 per head per annum; and the FCI contribution will be reduced proportionately to the shortfall if any in the workers' contribution.

NOTE: The FCI grant will be subject to the following conditions:

(i) A welfare committee consisting of three representatives of the FCI and three representatives of the workers engaged in the undertaking in the harbour and the depot shall be constituted to administer the fund.

(ii) The form of welfare activities should be left to the discretion of the Welfare Fund Committee.

(iii) The fund should be utilised to meet the current expenditure but not capital expenditure.

(iv) An annual statement of income and expenditure should be prepared for the scrutiny of the audity officer of the employing department (i.e.) FCI.

(c) Salaries, Wages and other allowances remaining unclaimed for over three years will be credited to the Fund.

(d) interest and/or profit on investments should be credited to the Fund.

4. The objects on which the Fund may be expended shall be the following: viz.,

(a) Refund to the persons concerned of the unclaimed salaries, wages, etc., originally credited to the Fund under regulation 3(c) above.

(b) Donations, subscriptions, etc., to the institutions, clubs, co-operative societies, etc., connected with the welfare of the departmental workers and their families.

(c) (i) Grant of scholarships to children of workers;

(ii) Educational facilities including literacy classes handicraft education and reading rooms.

(d) Special rewards to workers for life saving and other meritorious acts.

(e) (i) To meet the cost of artificial limbs and their replacement in the case of workers injured outside duty or those who lose a limb or limbs as a result of disease and similar cases of their families.

(ii) Payment towards cost of special drugs recommended by the FCI's Medical Officer for the use of workers.

(f) Financial assistance to the employees and members of their families in acute distress.

(g) Grants for conducting sports, competitions, etc., dramas, music, film shows and bhajans for workers.

(h) Ex-gratia payments on the merits of each case to the families of workers who die while in service leaving the family in indigent circumstances.

(i) Grants for funeral expenses or marriage expenses.

(j) Any other item of expenditure for the benefit of workers and their families at the discretion of the JM(PO), Chairman.

5. Disbursements from the fund shall be made with the specific sanction of the Joint Manager(PO), Chairman in each case;

6. In the case of doubt, all questions relating to the Fund shall be decided by the JM(PO), Chairman, and his decision will be final.

Issue vii.—House Rent Allowance and City Compensatory Allowance are being paid on monthly basis to all workmen. Whether while calculating the wages for the work put in by a workman on non-closed festival holidays these allowances have to be added up again ?

It is common ground that when a worker is employed on a holiday, he is paid wages for the work done in addition to the holiday wages. (It has already been stated elsewhere that a worker is entitled to 15 festival and national holidays with wages). According to the Union, this additional days wage should include all the elements of the daily wage and since the elements of HRA and CCA are part of this wage, they ought to be computed and paid when a worker is called upon to work on a holiday. The contention advanced by the Corporation is that according to the award of Shri. T. Venkatadri the workers are entitled "to get relief as far as HRA and CCA are concerned in full on the new monthly basic pay arrived at after applying the formula" of the Central Wage Board; and that HRA and CCA are therefore being paid on a monthly basis. The present claim of the Union is, having got monthly HRA and CCA in respect of the paid holiday, they want it in addition in a case where the worker actually works on a holiday and is paid for the work done in addition to the holiday wages. It is urged that HRA and CCA are paid to the worker to compensate for the higher house rent and higher city living expenses. It has obviously no relation to the number of days that he works. So long as he accepts that these two allowances are computed for the whole month, can the mere fact that he works on a holiday justify the claim to a proportionate amount for that day in respect of these allowances ?

The wage paid for the holiday includes proportionate HRA for one day; if the worker works on that holiday and is paid proportionate HRA over again, it amounts to his being paid two days' HRA in respect of a single day. As a broad statement, it is true that a day's wage should include all the elements of the daily wage. But that can hardly be pressed into service to support the claim. We can look at the matter from another angle. The wage paid for a holiday may notionally be regarded as paid for work done; and if the worker **actually** works on that day, he would be entitled to be paid for that quantum of extra work alone, deprived of allowances the payment of which has no relation to the quantum of work done.

The argument that the DLB or the Port Trust calculates the wages for work done on a holiday in the manner claimed by the Union fails to impress me. Baldly stated, the claim that two daily units of HRA and CCA should be given for one day, disregarding that real purpose underlying the grant of the allowance, is to my kind, wholly irrational and cannot be sustained.

Issue viii.—Whether the fixation of pay of the 45 workers inclusive of 3 Maistries at Egmore Depot should take effect from 1-1-1969 and not from 1-8-1971.

It is claimed by the Union that though the FCI fixed the pay of the temporary workers employed in the port, it refused to do likewise in respect of temporary workers employed in the depot. Later, on protest, the pay of these workers was refixed with effect only from 1-8-1971. On the ground that the Wage Board made no distinction between regular and temporary men, the demand is made that fixation of pay should be with effect from 1-1-1969.

The Corporation points out that prior to 1-8-1971, these temporary workers had no rights at all. They were no more than casual labour employed for the occasion. It was only from the above date that they were decasualised, that is to say, given minimum guaranteed employment for 12 days, attendance allowance and weekly off. They were not given the other benefits enjoyed by the regular workers. It is said also that in case of temporary men at the port a mistake was committed in fixing the pay, but that was set right later.

The short question is whether a purely casual employee who worked on the basis of no work no wages could at all demand to have his pay fixed on a scale of pay intended for regular or permanent employees (The ground that the temporary employees at the Port were favourably treated in this regard is erroneous, as pointed out in the counter, to which explanation no objection has been taken by the Union). Such a casual employee is on every occasion of his employment a new hand and cannot claim that because he worked on a former occasion, he should get a higher pay. The temporary workers enjoyed no higher status than that till they were decasualised on 1-8-1971. For the purpose of fixation of pay, this is the relevant date.

The claim to have the pay fixed from 1-1-1969 is devoid of substance and is rejected.

Issue ix.—Whether the workers at the Egmore Depot are to be provided with uniforms ?

The foundation for this claim appears to be that the Madras Dock Labour Board and the Madras Port Trust had

agreed to give a set of uniforms to all of their dock workers employed in the Madras Port. This benefit has been denied to the 105 workers employed in the Egmore godown. The Union contends that the nature of the work done by the Corporation workers at the Depot is similar in almost all respects to the work done by them at the Port and that therefore this facility of a uniform should also be extended to the depot workers.

The contention of the Corporation is that there is no practice of giving uniforms to depot workers in Bombay and elsewhere. During arguments, it was suggested that there are numerous depots in the interior at Tanjore, Coimbatore, Arkonam, Avadi, where also uniforms will have to be given if this demand of the Egmore depot workers is accepted. Later, however, it was clarified that the labour employed at these interior depots is contract labour, so that the above objection of the FCI is not really tenable.

Nor am I able to agree with the FCI that the work done by the depot workers is so fundamentally different from the harbour workers that the two cannot be treated alike for the purpose of conferring this benefit. Of the much large number employed at the harbour by the FCI, nearly 800 are Loaders, who do precisely the same work as the workers at the depot. These Loaders stack the bags in the transit shed at the harbour and later load them on to the lorries. At the depot also, the workers unload the lorries, stack the bags and again load them on to the lorries or wagons for further transport. A stronger argument in favour of the claim is that all these workers, at the harbour and at the depot, are employed by the FCI in a single and connected chain of operations so that the depot workers can be regarded as standing shoulder to shoulder with the other workers, though the workspot might be different. It does not seem reasonable that a differentiation should be made between them in a comparatively trivial matter but one which can easily create discontent.

I consider that the claim is reasonable and that the workers should be provided with uniforms.

Issue x.—Whether 42 piece-rated Mazdoors and 3 piece-rated Maistries who are working on temporary basis at present at Egmore Depot should be made permanent ?

This relates to the case of 45 piece-rated workers made up of 42 Mazdoors and 3 Maistries. Admittedly, these persons are temporary workers. Though temporary, they are being allowed minimum guarantee of 12 days work or wages and an attendance allowance of Re. 1 per day when no work was offered. These temporary men are not eligible for P.F. benefit or any kind of leave with pay benefit. It is stated in the Claims Statement that they are however allowed an equivalent of weekly off with pay computed at 1/6 the number of days worked. But, on the ground that they are only temporary, they are not allowed annual increments, though their pay is fixed midway in the concerned scale of pay. What is stated is that from the circumstance of the continued employment of these men for four or five years, the normal requirement at the Egmore Depot would justify regular employment of these temporary hands, and it is therefore prayed that these persons may be confirmed from 1-1-1970.

It seems to me that this is a matter which pertains to the Administration and the manner in which the Administration deals with temporary and regular workers. When once it is granted that these workers are temporary men, whether they should be made permanent will depend upon the existence of vacancies in the permanent strength. In the counter statement, the Corporation contends that there has not been sufficient work and therefore it is not possible to consider the question of confirmation of these workers at this stage, but that the Management is willing to consider the confirmation of the temporary workers if the workload increases. It is further stated that these workers are also utilised as substitutes for absentees among the permanent workers.

The mere circumstance that these temporary men have been borne on the rolls of the Corporation during the last few years does not immediately lead to the conclusion of the they should be made permanent. In all employments of the kind we are dealing with, there is a nucleus of a permanent strength and as and when work increases, temporary hands are drafted. The peculiar feature obtaining here is that there is a closed list, if it may be so called, from which these temporary hands are taken. Unless a man is on that list, he will not be offered employment. That is why these temporary persons have been given a minimum guarantee of 12 days· work in a month. It is true that by achieving a permanent status, their rights would be enlarged. But that necessarily depends upon the quantum of work available.

A statement has been filed showing the number of shifts worked by these three gangs during the months of April, 72, onwards up to and including August, 1973. It shows that the three gangs worked 13, 11 and 9 shifts on the average. The statement of the Corporation that there is no sufficient work to justify the employment of these persons otherwise than on a temporary basis is substantiated by this statement the correctness of which has not been questioned. There is no reason why the employer (FCI) should in such circumstances incur additional financial burden which making these men permanent necessarily involves; such as paying them additional six days wages by the increase of the minimum guarantee to 18 days and other attendant benefits with no corresponding advantage as increase in work.

To my mind, the question of making these men permanent must be left to the Corporation, who would be advised to fill up any vacancies in the permanent ranks from among these men, as I presume is being done; and confer permanency when there is a steady increase in the level of work available. Beyond this, nothing more can be said upon this claim.

Issue xi.—Whether the 45 temporary workers including 3 Maistries are entitled to wages for 9 non-closed holidays ?

It is said by the Union that out of 15 notified holidays, on 9, normal work goes on at the depot. Regular workers are given the wages for these days in advance at the commencement of the year. Temporary workers are, presumably given wage on the holiday only if they are engaged for work, while regular workers are entitled to wages on these holidays and get a day's wage in addition if they work on that day. This is the basis of the demand. In support of the claim, the practice in the Port of Madras with regard to A and B category men (regular and temporary) is relied on.

It seems to me that the very nature of the difference in the implied contracts of employment of a regular and temporary worker is against this claim. A temporary worker, by the very definition, is one who can get paid only if he worked. It is apparently not denied that he is not entitled to a wage on a notified holiday. In contrast, a regular worker is so entitled. That being so, if a regular worker works on a holiday, he becomes entitled to a wage for the work done in addition to his rightful holiday wage. What is really sought by the Union is a holiday's wage for the temporary worker; for it would place him on a par with the regular worker in so far as wage for work done on a non-closed holiday is concerned.

I am unable to accept this claim as at all valid. To do so would be to direct the Corporation to give a permanent or similar status to a temporary worker. That point has already been dealt with by me in Issue x, where the claim that these 45 temporary men should be made permanent has been rejected. It follows that this claim too must fail.

Issue xii.—Whether casual leave for permanent workers, if not availed of, accumulates in the ensuing year? If not whether casual leave permissible in the past years can be availed of in the current year or any compensation is payable in lieu of the same?

Under this demand what is sought is that casual leave should be permitted to be accumulated and availed of in the succeeding year, or in the event of casual leave not being availed of compensation should be paid.

In the Claims Statement, it is stated that the workers are entitled to 15 days casual leave per annum with effect from 1-1-1971. What is alleged is that casual leave has been

denied to the workers because the local administration was under the erroneous impression that the workers were not eligible for it. It is further stated that the regular workers were not being granted casual leave by the Corporation management at the Egmore Depot and that when a claim was made by the Union that they should be allowed this benefit of casual leave, the management replied that the workers were entitled to this benefit. But the charge levelled against the Corporation is that casual leave had not in fact been granted to the workers.

In the counter filed by the Corporation, this charge is denied. It is stated that casual leave is granted on written applications made to the concerned officer and that where no written applications were made, there could be no refusal of casual leave. It is also claimed that casual leave cannot be permitted to be accumulated in the manner sought in the Claims Statement.

On a question of principle, the Corporation is perfectly right when it says that casual leave cannot be permitted to be accumulated. If that were permitted, there would really be no difference between casual leave and privilege leave which is earned. In the case of privilege leave, a worker is entitled to leave with wages for 1/11 the number of days of work done by him and this quantum of leave, which amounts to 33 days in a year, is permitted to be accumulated to about 90 days. Casual leave is obviously leave which is availed of in the case of emergencies or of unanticipated need, and it is granted only for reasons which are acceptable to the granting authority. If casual leave is not applied for or is refused and if the worker should absent itself, it entails loss of pay. These are very recognised features of casual leave. It is impossible to accept the claim of the workers that solely for the reason that they had been refused casual leave (if that were a fact) they should be permitted to accumulate such leave. Indeed, in the Claims Statement, what is further asked under this head is that "cases of absence on loss of pay during the past years should be adjusted against the eligibility of casual leave."

For the FCI, it is stated that a register is maintained in which the casual leave taken by a worker is noted. The balance of casual leave available is also noted in the pay slip, though in one or two such pay slips, it has been omitted by oversight. The Corporation is however willing to re-open cases where a worker had casual leave to his credit, but was yet given leave on loss of pay; and to adjust such leave against casual leave available and restore the pay loss.

My answer to this issue is Casual leave cannot be accumulated and carried forward to the next year. Casual leave permissible in the past years cannot be availed of in the current year and no compensation is payable.

Issue XIII.—Whether all benefits allowed to Food Corporation of India workers at Madras Port from time to time can be extended to the workers at Egmore Depot?

I find it impossible to answer this question. In the Claims Statement, reference is made to Clause 13 of the settlement of November, 1965. This clause stipulates that in the event of any recommendations being made by the Wage Board, the rates of wages and the benefits recommended by the Wage Board and accepted by the Government of India should be made applicable to the workers covered by this agreement. It was further agreed that if any reliefs given by the Wage Board were made applicable to the workers in the godowns situated outside the port and the dock areas in Bombay, the same benefits should be extended to the workers in the Egmore godown. Basing itself upon this, the Union states that the benefits extended to the Corporation workmen at the Port of Madras are normally extended to the workers employed in the Egmore depot, and that this is done only as a result of correspondence addressed to the Zonal Manager, resulting in considerable confusion and discontent. What is prayed for therefore is that a ruling should be granted by the Arbitrator clarifying the principle of extending the benefits allowed by the corporation automatically to the manual workers employed in the Egmore depot.

I have said elsewhere that the work done by the workers (Loaders) at the Egmore depot is not substantially different from that done by the Loaders at the Port. But it is certainly different from that of Fillers and Stitchers. The circumstances under which the two sets of workers (those at the depot and those at the harbour) work are also different. At the port, there is necessarily an air of stress and urgency as the ship cannot occupy the berth for an unnecessarily long time. Further, the FCI workers there have to keep pace with the discharge of the cargo by the DLB workers and with the mechanical movement of the goods to the transit shed by the MPT workers. Compared with this, the depot workers move about their work in a relatively leisurely manner, though there is no doubt they discharge their duties quite efficiently.

While I must not be taken to imply that the depot workers are not eligible for the benefits which are conferred on the labour workers, I am certainly of the view that an automatic extension of the benefits allowed by the FCI to the harbour workers to the depot workers is not called for. No general rule either way can be laid down; the case of each benefit conferred on one set of workers should be considered in the light of the work and the surroundings of the other set and its extension or denial to the latter should be decided thereupon.

Issue xiv.—Per agreement dated 9-2-1972, arrived at between the parties, it was agreed that the basic pay of Head Maistries and Gang Maistries should be fixed on the basis of the letter of the Zonal Office, Madras, D.O. Letter No. L.16(10)/70 dated 11-6-1971, with effect from 1-1-1969 in the respective pay scales applicable to them, viz., Head Maistries Rs. 185/-, Loading Gang Maistries Rs. 146. and Filling Gang Maistries Rs. 146/- per month and they would be eligible for the appropriate allowances on the basis of the said pay. The present demand of the Transport and Dock Workers Union is that "fixation of pay of each employee in the concerned Wage Board Scale and grant of minimum dearness allowance of Rs. 99/- at Index 215, should be as has been allowed to the workers employed by the Madras Dock Labour Board, or grant of an Equation Allowance of Rs. 1.50 per day with effect from 1-1-69. This is disputed by the employer on the ground that per Central Wage Board report Venkatadri award and the agreement referred to above, it is not open to arbitration. The Arbitrator is requested to

(a) decide whether the Union can press the said claim despite the above agreement, Wage Board Report and award, and

(b) if yes, whether the demand of the Union is justified and if so to what extent it should be allowed and from what date.

How the present dispute arises has to be set out. In 1971, there were certain arbitration proceedings before Shri T. Venkatadri. The employers who were among the parties to the dispute were the Administrative Body of the Reserve Pool Workers (Madras DLB), the Administrative body for Listed Dock Workers and the FCI. The workmen were, of course, the disputants, on the other side, and in so far as the FCI workmen were concerned, they were represented by the Madras Port & Dock Workers Progressive Union. The dispute between the parties arose with regard to the mode of implementation of the recommendations of the Central Wage Board. On behalf of the workers, it was claimed that the workers should be fitted in the pay scales according to the calculations made by the Union. The DLB and the FCI disagreed with such calculations and this disagreement lead to a strike. It was in these circumstances that an arbitration was had before Sri. T. Venkatadri, and one of the questions that was referred was whether the fitment of the workmen in the wage scales should be made as per the calculations of the concerned employers or those of the Union. The Madras Harbour Workers Union had put forward the claim that for the purpose of fixation, the wages payable for the weekly off days, that is, 4-1/3 days, should also be taken into account as part of the existing emoluments. It was this claim that was resisted by the DLB. The calculations put forward by this Union took account of the wages payable for these weekly off days, while those put forward by the DLB omitted

them. At this stage, it would suffice to say that Sri. T. Venkatadri held that the wages for these weekly off days should be taken into account as part of the existing emoluments for the purpose of fixation of the pay of the worker in the relevant pay scale of wages recommended by the Wage Board.

Now, it appears that the Madras Port and Dock Workers Progressive Union, which represented the FCI workers, also put forward a calculation memo which did not however include this element of 4-1/3 days weekly off with pay. Though Sri T. Venkatadri held that the wages for these weekly off days should be included. In so far as the workers of the DLB were concerned, he did not so hold in so far as the FCI workers were concerned, presumably for the reason that no claim to that effect was made, and those workers were content to have their pay fixed in the pay scales taking the emoluments into account only for 26 days in the month, excluding the 4-1/3 weekly offs. In the Claims Statement of the Union, it is urged that the mere fact that the Progressive Union had made an error in its calculations cannot deny what is rightly due to the workers. It is said that these FCI workers were enjoying the benefit of weekly offs with pay, so that the terms "existing emoluments", on the foundation of which the entire wage structure is based, must include the weekly offs, just as it was done in the case of the dock workers.

As a further limb of the argument, it is said that quantum of DA, which was taken into account for the purpose of working out the formula evolved by the Wage Board, was taken as Rs. 71/-. But it is claimed that on the recommendations of the Das Commission with regard to the DA, the DA would vary from slab to slab and the higher DA of Rs. 98/- for those whose basic pay was Rs. 110/- should have been taken. It is said that this was what was done by the DLB for its workers. This point also could not be canvassed before Sri. T. Venkatadri, for the Union, which filed the calculation memo, did not properly understand the position with regard to the eligibility of the FCI worker for the correct quantum of DA on the relevant date. It is therefore claimed that Sri T. Venkatadri as Arbitrator was constrained to accept either this or that calculation, that is to say, the calculation of the FCI or the calculation of the Progressive Union, and he could not enter into the question of the correctness of the approaches made by the Progressive Union both in respect of the DA to be taken into account and the 4-1/3 days weekly off. It is in these circumstances that the question has at present been raised during these arbitration proceedings. In the alternative, it has been claimed that if for any reason the claim as stated above could not be allowed, the FCI workers should be allowed what is called an Equation Allowance of Rs. 1.50 per day. It is said that a similar Equation Allowance was paid by the Madras Port Trust in order to bring the lebel of wages of its shore cargo handling workers to parity with the wages of their counterparts employed by the DLB. The claim is accordingly that the mistake in the calculation referred to has resulted in a significant imbalance in the rates of daily wages among the several dock and port cargo handling workers employed in the port, who have been doing relatively equal work and who were formerly getting relatively equal rates of wages, and it is this imbalance that is sought to be cured by the grant of an Equation Allowance. (In the other Claims Petition filed by Sri. David, as elected representative of the workers, a further point has been taken, namely, that the existing emoluments for the purpose of working out the Wage Board Award should include the other allowances which the worker is in receipt of and that the Adjustment Allowance which is paid to a worker working in the second and third shifts should be regarded as coming within the scope of other allowances. It is claimed that this has not been done in the fixation of the pay of the workers and that it should be done now).

In the counter filed by the FCI, it is firstly claimed that in the proceedings before Sri. T. Venkatadri, the workers claimed fitment only on the basis of 26 days wages, that is to say, the workers themselves agreed that they were entitled only to so many days wages. That being so, it is said that the question is no longer alive either in the form of taking the wages of the weekly off days into consideration or of the grant of an Equation Allowance. Even on the question of the proper quantum of DA to be taken, nothing more is said in the counter than that the sum of Rs. 71 was taken as against Rs. 50.50 which was actually being paid as DA on 1-1-1969 to these workers. It is further pointed out that on the application of the formulae devised by the Wage Board, certain anomalies were noticed in the fitment of Head Maistries and Gang Maistries, whose new wages became less than what they were drawing previously. These anomalies were corrected and while doing so the DA that was taken into account was only at Rs. 71. It is said that the slab rule with regard to the determination of the DA is being followed. Lastly, it is claimed that "having accepted the Wage Board Award, the labour leaders should also agree to the wages fixed as per the Wage Board Award and should not be permitted to raise the question again".

Both as disclosed by the very issues that have been referred for arbitration and on the contentions of either side, it may be stated at the outset that there is agreement of what was or was not done in applying the principles laid down by the Central Wage Board for the fixation of the wage. It is therefore not necessary to enter extensively into the recommendations of the Wage Board. A brief reference to them wherever it is appropriate would be sufficient. Now, it is common ground that prior to 1-1-1969, when the Wage Board Award came into effect, although the award itself was submitted only on 1-10-1969, the DA which the FCI workers were getting was only Rs. 50.50. The Wage Board stated that to the existing monthly emoluments, that is, basic wages, DA, additional DA, dearness pay and other allowances, if any, and interim relief, what was called the appropriate fitment money should be added. This fitment money was a sum of Rs. 40 with regard to certain scales of pay and Rs. 45 with regard to other scales. During the pendency of the award proceedings before Sri T. Venkatadri, there was an agreement between the FCI and its workers on 1-9-1969, whereunder the DA was raised to Rs. 71. The Wage Board decided that in general the Central Government rates of DA should apply. These rates of DA for the pay range below Rs. 110 were Rs. 71 and for the pay range of Rs. 110-149—Rs. 98. The Wage Board was aware that the rates of DA had been increased during the pendency of the Wage Board proceedings and made a note under Para 7-2-119 of its report thus :

> "In the case.....Madras, the Board is informed that for certain registered, listed or equivalent categories of workers, the rates of DA have been increased in June, 1969, and that it has been agreed by the parties that this amount will be adjusted against the increase recommended by the Board....."

I am not concerned with the effect of this note but only refer to it to show that the Wage Board was aware that the DA rates had been raised before it submitted its report. The formula evolved by the Wage Board in order to arrive at the stage of the appropriate basic pay varied according to whether the total emoluments after adding the fitment money to the existing emoluments was less than Rs. 229.50 or was Rs. 229.50 or more. While applying this formula, the DA was to be taken at Re. 1 more than the then DA, so that in the case where the DA was Rs. 71, the figure of Rs. 72 had to be adopted, or in the case where the DA was Rs. 98, it was to be taken as Rs. 99. According to the FCI, since the date on which effect was to be given to the Wage Board Report was 1-1-1969, the DA that had to be taken into account was the prevailing DA as on that date, which in the case of the FCI workers would be only Rs. 50.50. In support of this, the FCI refers to the illustrations given in Annexure XV to the Wage Board Report, where for a piece-rated worker the current rate was taken as Rs. 5.99 per day made up of the minimum wage of Rs. 4 per day, plus DA of Rs. 1.94 (that is, Rs. 50.50 divided by 26) plus 45 paise being the pro rata interim relief per day, (that is, Rs. 11.80 divided by 26 Rs. 11.80 being the interim relief fixed by the Wage Board). The contention accordingly is that the Wage Board was conscious of the Fact that only Rs. 50 50 was the operative DA to be taken into account on the relevant date.

Now, in the arbitration proceedings before Shri T. Venkatadri this was the objection that was raised by the FCI. In the memo of calculations submitted by the workers then, Rs. 71 was adopted as the DA for arriving at the new basic

pay for 26 days. It was the contention of the FCI then that Rs. 50.50 should be taken as the DA existing on 1-1-69. The very same objections raised now, namely, that it was only with effect from 1-6-1969 on the basis of the settlement reached on 1-9-1969 that the DA was increased to Rs. 71/- and that the Wage Board was aware of that circumstance, were also raised before Shri T. Venkatadri. The contrary contention advanced by the workers then was that taking the relevant observations made by the Wage Board, it was the intention of the Wage Board that Rs. 71/- should be regarded as the prevailing rate of DA and that in any event they should be deemed to be getting Rs. 71/- on that date when the recommendations came into effect. Shri T. Venkatadri posed the question whether the calculation made by the workers employing Rs. 71/- as the existing DA, instead of Rs. 50.50, was justified. Shri T. Venkatadri took note of the fact that both the FCI workers and certain employees under the Administrative Bodies of the DLB, that is, Listed Workers, were getting only Rs. 50.50 on the 1st of January, 1969. These workers struck work on the question of DA, as a result of which the DA was increased, as has already been stated. Shri T. Venkatadri observed that "In effect the Administrative Body and the FCI had to implement the Das Commission's recommendations which have been accepted by the Central Government, namely, that the DA had to be increased at par with the Central Government employees...Therefore, both the agreements entered into between the listed workers and the employees of the FCI and their employers recognised that the proper rate of DA should be Rs. 71/- even as early as 1st September, 1968, but the parties agreed to receive the enhanced DA from the 1st of June, 1969." The date 1-9-1968 referred to is the date on which the Das Commission's recommendations with regard to DA became operative. Examining the matter further, Sri T. Venkatadri came to the conclusion that since the prevailing rate of DA in respect of Central Government employees was Rs. 71/- on 1-1-1969, the adoption of that figure in calculating the existing emoluments of the employees of the FCI was in accordance with the recommendations of the Wage Board. He proceeded further to observe:

> "While considering the existing emoluments as on the 1st January, 1969, I have to understand the intention of the members of the Wage Board and the recommendations of the Wage Board. It is clear that their intention from the very inception is that these workers should get the benefits of the Das Commisssion's recommendations in regard to DA and it was their object that these workers should get the prevailing rate of DA after the implementation of the Das Commission recommendations by the Central Government and it was their desire that they should get DA along with the other workers in the Port and the docks. Finally, the Wage Board recommended that since the prevailing DA, namely, Rs. 71/-, was not neutralised by 90 per cent, they increased it to Rs. 71/- by adding Re. 1/-. If at all, the Wage Board gave any benefit, it is only Re. 1/- in the DA. They treated Rs. 71/- as the existing DA when they finalised the report on the 29th November, 1969

On that reasoning, the contention of the FCI that only Rs. 50.50 should be adopted as the DA for the purpose of the formula devised by the Wage Board was rejected.

It will be seen from the above that in the arbitration proceedings before Sri T. Venkatadri, the only question was whether DA should be taken as Rs. 50.50 or Rs. 71/-. There was no question that it should be taken as Rs. 99/-. I shall now explain how this question arose. The scale of pay devised by the Wage Board for a Loader (FCI workers) was Rs. 115-3-136-4-160. In fitting the worker in this scale, his existing emoluments were taken as hereunder: old minimum wage of Rs. 4x26 Rs. 104 monthly wage; add DA Rs. 71/- and interim relief Rs. 11.80; add also fitment money Rs. 40/- the total existing emoluments comes to Rs. 226 80. If we apply the appropriate formula for reaching the appropriate basic pay the figure reached was Rs. 122.55, so that the proper stage in the scale would be Rs. 124/-. The present point arises on the question of the multiple to be adopted in reaching the monthly wage, that is to say, whether the minimum of Rs 4/- should be multiplied by 26 only or 26 plus 4-1/3 weekly offs, that is to say, 30-1/3. If that is done, the total existing monthly emoluments would be raised to such a figure that the next slab of DA becomes applicable, that is to say, Rs. 99/- would be the appropriate DA. The question at issue accordingly is whether the weekly offs should be taken into account in determining the monthly wage. It may be stated here that the FCI workers press the claim only during the present proceedings. They did not even so much as suggest it, much less press it during the arbitration proceedings before Sri. T. Venkatadri. It should be noted also that the other workers of the Administrative Bodies of the DLB took the weekly off days into account and produced a calculation memo on that basis. The question accordingly arose before Sri. T. Venkatadri whether the weekly off wages should be included in determining the basic pay, and after an elaborate discussion, Sri. T. Venkatadri came to the conclusion that "as far as the Madras Port is concerned, the weekly off is now treated as part of the basic pay, and it was recognised as a factor to be taken into consideration for the purpose of calculating the DA, PF and Gratuity. When once weekly off is treated as part of the basic pay, in all fairness, the weekly off in Madras is an existing emolument or any other allowance for the purpose of arriving at the figure A in the formula to be applied for arriving at the new monthly basic pay," and he accordingly held that the wage fixation should be made as per the calculations of Madras Harbour Workers Union. That was strictly applicable only to the workers other than the FCI workers, for, as I have stated more than once, the FCI workers did not make their calculation on the basis of the inclusion of the weekly offs for the purpose of calculating the basic pay.

Apart from this circumstance, Mr. Ramaswami, the learned counsel for the FCI, argues that on principle, the wage payable for the weekly offs cannot be included. The argument is that weekly offs were given to these workers only on 30-12-1966 by a government order and that they are not automatically given as part of the wage structure of the employees. It is said that the condition under which the worker is entitled to a weekly off is that he should work for six consecutive days (treating a day on which he is paid only attendance allowance as day of work). The learned counsel argues that it is not equal to the wage paid on a holiday or on a day on which the employee is on earned leave. It is also urged that the Wage Board treated 26 as the multiple for the purpose of determining the existing emoluments and after applying the appropriate formula, the revised daily rate should be calculated by dividing the revised basic pay by 26. It is thus said that to multiply the minimum wage by 30-1/3 in order to arrive at the existing emoluments would not be in consonance with the recommendations of the Wage Board, where in paragraph 7-2-123 the Board observes: "Where at present DA or interim relief is paid on a monthly basis or where the daily rate of DA is determined by dividing the monthly rate by 30, the existing emoluments for the purpose of fitment should be determined by multiplying the daily rate of basic wage by 26 and adding thereto monthly DA and interim relief to the figure so arrived at, appropriate fitment money is to be added . . . ." This very argument was placed before Sri. T. Venkatadri, who took the view that since "basic pay" was not defined, daily rate of pay multiplied by 26 would be only the national pay for the month; that in any event the Madras Dock Labour Board had consistently taken the view that the wages for 4-1/3 weekly offs was part of the basic pay. It could also be said, so observed Sri. T. Venkatadri, that the weekly off was some sort of an allowance. If so, it should be added to the basic wages in order to arrive at the existing emoluments; in effect, the basic pay gets multiplied by 30-1/3.

It would be futile to pursue this matter ignoring the result of Sri. T. Venkatadri's award. It was established before him that in so far as the DLB and MPT were concerned, the weekly off wages had always been regarded as part of the basic pay. (There had been certain earlier awards which gave 4-1/3 days weekly off wages to Reserve Pool Workers and Listed Workers of the DLB). That pattern had become well settled in respect of Dock and Shore labour employed by these bodies. The FCI workers were in fact eligible for 4-1/3 days weekly off with wages from 1967 itself; had they made their claim

on that basis, they would have benefited by the award of Sri T. Venkatadri to the same extent as the DLB workers were.

The first part of the issue, raises the legal question whether the workers are barred from asking for a refixation of their pay "despite the above agreement, wage board report and award." The agreement referred to refixed the wages of the Maistries only, in whose case the application of the Wage Board formula resulted in their new wages being less than their old wages. I am unable to see how either this agreement or the Wage Board Report or the award of Sri. T. Venkatadri can debar the claim altogether. Strictly speaking, the claim was not put forward before Sri. T. Venkatadri and rejected by him. Even if that had been the case, I seriously doubt whether the claim could have been debarred for all time. It seems to me that the claim can be pressed now but subject to certain limitations which I shall presently outline.

Sri. Anthoni Pillai has argued that the failure of those who represented the FCI workers before Sri T. Venkatadri to put forward this claim cannot defeat the workers rights. As I said, it was only a case of failure to urge a right and not one of rejection of a claim. It has still to be seen what effect this failure has upon the present claim. seen what effect this failure has upon the present claim. Sri Anthoni Pillai has all along been stressing that the FCI workers should get benefits similar to those of the workers of the DLB and the MPT for they are all employed on similar work. In fact, on every occasion the DLB workers gain some advantage from their employer, the FCI workers demand a similar concession from the Corporation. Now, during the arbitration before Sri T. Venkatadri, the only question that loomed large was whether the daily rate of pay should be multiplied by 26 or 30-1/3; and everyone was aware of that the Das Commission recommendations would give a higher DA if the larger multiple was employed. To the knowledge of the FCI workers, the other set of workers preferred this claim. Sri. T. Venkatadri upheld the mode of calculation by the other workers which employed 30-1/3 as the multiple rejecting the employer's contention. In the case of the FCI workers, he accepted their calculation adopting 26 as the multiple, as that was less than what they could have got if only they had made the proper claim.

I do not understand Mr. Anthoni Pillai to argue that the FCI workers are not bound by that award. Such a contention would be opposed to the terms of Section 18 of the Industrial Disputes Act. But the binding force of the award would naturally depend upon the life or the period when the award was in force. To my mind, during the period when the award was in force, the FCI workers would be debarred from raising the question and the bar would cease to operate when once the life of the award came to an end. Though they could thereafter raise the question which they failed to put forward during that arbitration, they would not be entitled to any relief during the period of operation of that award, on the basis of the present finding in their favour on that question.

Sri. T. Venkatadri's award was published on the 6th March, 1971. It became enforceable on the expiry of 30 days from that date. It continued to be in operation for a period of one year from that date on which it became enforceable. The award thus ceased to be in effect on and after 5th April, 1972.

Sri T. David's claim that the adjustment allowance paid to the worker working in the second and third shifts should be taken into account over and above the minimum wage of Rs. 4/- for the purpose of calculating existing emoluments is not correct, for this adjustment allowance is paid so as to bring up the wage earned by the worker during those shifts to the minimum level. In effect, the minimum wage of the worker working in those shifts may be regarded as Rs. 2.75 which taken together with the adjustment allowance of Rs. 1.25 reaches the minimum of Rs. 4/-. It follows that this particular allowance cannot be taken into account over again in computing the existing emoluments.

In answer to Issue (xiv), I hold that the claim can be pressed at the present time, i.e., after Sri. T. Venkatadri's award came to an end; that they pay of the workers has not been fixed according to the elucidation of the Wage Board Report by Sri. T. Venkatadri; and that the demand of the workers for refixation is justified.

It has still to be considered to what extent the claim should be allowed. In my opinion (1) the refixation of the pay of the employees should be confined to only those employees who were on the rolls of the Corporation on the date on which the parties signed the arbitration agreement; (2) the pay of the employees should be fixed as on 1-1-1969, or if they entered employment subsequent to that date, as on that date; and (3) the relief to be granted to them as a result of the above should take effect from 5th April, 1972, that is to say, if the refixed pay of the employee on and after the above date was higher than what he was paid under the old method of calculation he should be paid that difference. He would not be entitled to any relief for the period prior to 5th April, 1972.

Issue XV.—Whether there is any justification for making a departure from the provisions of the Payment of Gratuity Act relating to the payment of gratuity under Section 4 of the Act in the case of Food Corporation of India workers? If yes, to what extent?

What the Union demands is made clear by this passage from the Claims Statement:

> "Because of these peculiar circumstances, this Union has submitted the demand—that gratuity be paid at the rate of 30 days' wages for each year of service including service under the previous employers or contractors, subject to a minimum of 360 days' wages in the event of termination of employment for any reason whatsoever."

The peculiar circumstances referred to in the above extract are said to be these: that the rate of turnover in these occupations is very high; that if a worker becomes physically weak because of illness due to headloading operations, he tends to desert; that the morbidity and death rates are also relatively very high; the handling of chemical fertilisers, particularly urea, leads to laceration of the skin. Barring the last the other reasons mentioned above have not been substantiated. Under the Payment of Gratuity Act gratuity is paid at the rate of certain number of days' wages for every year of service. I am not aware that in any occupation gratuity is payable at the rate of 30 days' wages for each year of service. It may be that there are certain occupational hazards attaching to the handling of grains or chemical fertilisers; but they are, in a manner of speaking, compensated by the higher emoluments which the dock workers generally enjoy. I am unable to accept the claim as at all valid. The further part of the claim that service with the previous employers or contractors should also be taken into account can hardly gain acceptance. Obviously, during such earlier stages, the workers were not eligible to any benefits such as gratuity being only casual employees and it would be throwing an enormous burden upon the succeeding employer, the Food Corporation, to be called upon to pay gratuity in respect of work which was done in such circumstances under some other employer.

It is true that the Payment of Gratuity Act does not set any upper limit to the quantum of gratuity which may be paid. The contract of employment or agreement between employer and employee may confer better terms of gratuity. An award can do likewise. But before I can consider the grant of better terms of gratuity. I must be satisfied that there exist valid reasons to support the claim As I have pointed out, no attempt has been made to prove by facts and figures the "peculiar circumstances" which are said to justify the demand. I may also observe that though the DLB and the MPT workers also handle both foodgrain and fertilisers, it is not stated that the terms of gratuity in the case of those workers are better than those laid down in the Act. There is, to my mind, no justification for deviating from the Act in this regard.

Issue XVI.—Whether (a) the question regarding payment of D.A. for the days on which the worker are paid attendance allowance only can be re-opened, despite the

award dated 10-2-1971 made by Shri T. Venkatadri, arbitrator. If yes, whether the D.A. should be paid to the workmen for such days, and if so, from what date; and (b) Whether any increase in the attendance allowance is justified and if so, whether it should be increased upto Rs. 2.50 and from what date?

The claim made in this issue must necessarily fail in view of my finding on an earlier issue that attendance allowance is not a wage. I may nevertheless briefly refer to the contentions. In the Claims Statement, it is urged that the registered dock workers under the DLB are allowed DA in such circumstances, that is to say, when the worker reports for work and is not offered employment and is paid only the attendance allowance of Rs. 1.75 per day. No other ground in support of the claim is put forward. In the counter of the FCI, it is pointed out that Attendance Allowance is only a sort of compensation to the worker for his reporting at and returning from the workspot and is not a wage in any sense of the term.

It seems to me that no greater light has been thrown upon this matter in the course of the arguments. Mr. Anthoni Pillai only referred to a definition of the term 'wage', not in any statute, but in the Contributory PF Rules, as they existed when the foodgrain workers were under the Department, that is, before the Corporation took over. A settlement was arrived at on 21-5-1966 between the Director-General of Food and the Transport and Dock Workers Union representing the workmen engaged for handling foodgrains and fertilisers, and it provided for the extension of the Contributory PF benefits to the workers. That defined "monthly emoluments" as including Attendance Allowance among other allowances. It has not been stated before me that these rules are in force today; and the claim is not mooted on that basis.

Different enactments define a common term like 'wage' in different ways suitable to the purpose underlying those enactments, and equally, when a settlement is arrived at between parties, they may take into account certain allowances as forming part of the basic pay of the total emoluments which a worker receives. This definition which has of a limited scope and applicable only in certain circumstances in the past cannot be pressed into service now. That DA is linked to wage is an admitted proposition, and if Attendance Allowance is not a wage, then no question of paying DA on the days on which Attendance Allowance is paid can possibly arise.

The further part of this issue referred to me is whether any increase in the Attendance Allowance is justified; if so, whether it should be increased to Rs. 2.50 and from what date? Except the broad statement that the value of the rupee has fallen and that prices have risen, nothing further has been stated before me in support of this claim. The rise in prices or the fall in the value of the rupee may be a good ground for an upward revision of the wage, but not for a revision of the Attendance Allowance, which is not a wage but is only intended to defray the expenses of travelling to and from the workspot by a worker when he appears for work and is sent home without any work. There is to my mind no case for an increase of this allowance.

Issue XVII.—This issue calls for the framing of an incentive piece-rate scheme. In the agreements between the parties, there is provision for payment at piecerates which contains no element of incentive. An incentive piecerate scheme, while it increases the worker's earnings, also leads to a considerable reduction of the charges payable by the Corporation by the detention of vessels and wagons. It has been suggested in the course of the arguments that such charges are very high and that an increased wage paid to the worker by an incentive piecerate would be a very small fraction of the saving effected by the reduction of those charges.

The important operations involved are filling bags with foodgrains or fertilisers, loading and unloading lorries and railway wagons with such bags, unloading and stacking the bags in the godowns. Occasionally also unstacking and restacking operations are done. All other operations are minor. The scheme that I shall outline will deal with the above major operations.

At present, the filling and stitching of bags of wheat and fertiliser are paid for on tonnage basis while the other operations are paid on the basis of the number of bags handled. In so far as the operations in the Port area are concerned, both sides agree that the rates might be fixed on the basis of tonnage.

It was argued by Mr. Anthoni Pillai that the filling gang is the hardest pressed in the chain of operations, which works almost continuously in contrast to the DLB worker or the PT shore Mazdoor. He claims that of the 8 DLB men (10 form a gang) working in the hold, shovelling grain into the slings, 4 alone can work at a time for want of space in effect, the other 4 get some rest before they take their turn at shovelling. The filling gang of 15 men (inclusive of one Maistry) is deployed thus: 1 on the top of the Chute wagon for unhooking the sling; 1 at each Chute opening to regulate the flow of grain into the bags; 2 holding a bag to receive the grain at each Chute and dragging the bag to the rest who stitch the bags. It is said that since the sling operate once every 2 minutes, the Chute wagon tends to get full and keeps the fillers continuously occupied; if the filling gang is slow, the wagon gets full and the DLB gang will stop work for want of space to release the grain. Sri. David also pointed out that the filling gang has far more operations to perform than the DLB gang or the PT gang. It is said therefore that the FCI filler should receive a higher wage than the other workers in the chain. I am unable to agree that the FCI worker is entitled to higher emoluments than the rest. Some of the operations of the filling gang are light and doubtless the men are rotated, thereby getting such relief as the DLB worker is said to get. One can however appreciate the claim that there should be some parity between the earnings of the workers doing similar kinds of work or who are engaged in part of a set of linked operations.

Two factors to be determined are:

(1) the fixing of the datum of each operation and

(2) the fixation of rates on a progressively increasing scale to provide the incentive.

In its proposal, the FCI has suggested a datum of 100 tonnes for a foodgrain filling gang in the I shift and 70 in the II and III shifts; while Shri Anthoni Pillai favours 54 and 40.50 and Mr. David 57 and 46 respectively. The (implied) datum from the rates fixed in the agreement of 1965 works out to 60 and 45 tonnes.

No acceptable reasons have been placed before me to justify the Corporation's seeking to increase the datum from 60 to 100. The increase is presumably based on the performance of the gangs during the last few months which ranges from 120 to 150 for the I shift. The fact that the workers turned out more work than the datum (needed to earn the minimum wage) i.e., 60 tonnes, and turned out such extra tonnage for the sake of better earnings cannot be made use of to increase the datum by over 60 per cent, i.e., from 60 tonnes to 100 tonnes. If the average high output ranges round about 150 tonnes, the adoption of an increased datum would virtually nullify the desired effect of an incentive scheme. Now, this datum of 60 M.T. has been in force from 1965 down to the present and at no time has there been any complaint by either side that it is too low or too high. This datum having stood the test of time without any reflection cast upon its adequacy must continue unchanged.

The same reasoning must apply to the datum for the other services, subject to such marginal adjustments as may be necessary. I shall here indicate the manner in which the datum has been reached in the case of one such service. The same method applies to the rest.

In the 1965 agreement, the rate/100 bags (20 bags to the M.T.) is Rs. 2.64 and that for 100 bags (13 bags per M.T.) is Rs. 4.40 for lorry loading of foodgrains. In order

to earn the minimum guaranteed wage of Rs. 60 per gang, the outturn on the basis of the above rates would work out thus:

$$\frac{60}{2.64} \times 100 \text{ bags} = \frac{60 \times 100 \times 50}{2.64} \text{ kgs} = 113.6 \text{ M.T. in the first case.}$$

and

$$\frac{60}{4.40} \times 100 \text{ bags} = \frac{60 \times 100 \times 77}{4.40} \text{ kgs} = 105 \text{ M.T. in the other}$$

It would be proper to accept 105 M.T. as the datum for the gang.

The claim has been made on behalf of the workers that the rate even for the production up to the datum should be raised and that for output from 100 per cent to 200 per cent of the datum, the rate should be doubled and so on. It is said that even so, the FCI worker would earn less than his counterpart in Bombay. While the demand that the earnings of the FCI worker should have near parity with the other workers at the Madras Port is reasonable, I cannot accept comparison with Bombay workers as the basis. The incentive scheme to be presently evolved must be related to conditions existing locally. Adopting the minimum guaranteed wage of Rs. 4 under the 1965 agreement as the processing wage, the worker will be entitled to this wage plus the difference between Rs. 4 and his actual daily wage on his Wage Board Scale of pay when his output reaches the datum tonnage; that is to say, the wage that he is entitled to on his pay scale on the date in quistion. It is this wage that is the minimum guaranteed wage at the present time after the implementation of the Wage Board Scales of pay. This will necessarily rise from year to year. The processing wage is only a notional wage. When the output exceeds the datum, payment will be according to the rates specified in the tables below.

In what follows, M.W. means the minimum wage as explained above and M.T. metric tonnes.

TABLE I

Fillers—Foodgrains

	Shift I	Rate/M.T.	Shifts II & III
Datum	60 M.T.		45 M.T.
Upto	60 M.T.	M.W.	Upto 45 M.T
From	61—120	Rs. 1.75	46—90
	121—180	Rs. 2.25	91—135
Above	180	Rs. 3.00	Above 135

TABLE II

Filler—Fertilisers

	Shift I	Rate/M.T.	Shifts II & III
Datum	55 M.T.		45 M.T.
Upto	55 M.T.	M.W.	Upto 45 M.T.
	56—85	Rs. 1.75	46—70
	86—115	Rs. 2.50	71—95
Above	115	Rs. 2.00	Above 95

TABLE III

Lorry Loading—Foodgrain & Fertiliser

	Shift I	Rate/M.T.	Shifts II & III
Datum	105 M.T.		80 M.T.
Upto	105 M.T.	M.W.	Upto 80 M.T.
	106—135	Rs. 1.00	81—110
	136—195	Rs. 1.25	111—140
Above	195	Rs. 1.75	Above 140

TABLE IV

Loading Foodgrains—Covered Wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum	80 M.T.		60 M.T.
Upto	80 M.T.	M.W.	Upto 60 M.T.
	81—110	Rs. 1.25	61—75
	111—155	Rs. 1.50	76—105
Above	155	Rs. 2.00	Above 105

TABLE V

Loading Foodgrains—Box wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum	60 M.T.		45 M.T.
Upto	60 M.T.	M.W.	Upto 45 M.T.
	61—75	Re. 1.00	46—55
	76—105	Rs. 1.75	56—65
Above	105	Rs. 2.25	Above 65

TABLE VI

Loading Foodgrains—Open Wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum	72 M.T.		54 M.T.
Upto	72 M.T.	M.W	Upto 54 M.T.
	73—102	Re. 1.00	55—69
	103—132	Rs. 1.75	70—99
Above	132	Rs. 2.25	Above 99

TABLE VII

Loading Fertilisers—Covered Wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum	70 M.T.		56 M.T.
Upto	70 M.T.	M.W.	Upto 56 M.T.
	71 to 115	Rs. 1.25	57—101
	116—160	Rs. 2.00	102—146
Above	160	Rs. 3.00	Above 146

TABLE VIII

Loading Fertilisers—Box Wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum	60 M.T.		45 M.T.
Upto	60 M.T.	M.W.	Upto 45 M.T.
	61—105	Rs. 1.25	46—75
	106—150	Rs. 2.20	76—105
Above	150	Rs. 3.00	Above 105

TABLE IX

Loading fertilisers—Open Wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum	72 M.T.		54 M.T.
Upto	72 M.T.	M.W.	Upto 54 M.T.
	73—117	Rs. 1.25	55—99
	118—162	Rs. 2.00	100—144
Above	162	Rs. 3.00	Above 144

These tables will apply equally to unloading operations. Except to the extent covered by these tables and further indicated below, the existing agreements will continue in force.

Some argument was advanced on idle time wages. It was said that if after the work commenced in a shift, work had to be stopped (for reasons for which the workers were not responsible, such as rain, or breakdown of machinery, etc.), the worker should be paid for the idle time. I am unable to see any basis for the claim. The FCI is committed to paying the minimum wage under those conditions and why it should pay any thing more *for work that was not and could not be done* is more than I can follow. I cannot accept this claim.

The Maistry will be eligible to his differential of Re. 1 when the output crosses the datum limit and not otherwise.

Adjustment allowance will stand abolished. All other allowances for which a worker is eligible will continue to be paid as hitherto. There is no need to make any provision for shorthanded gangs for gangs always start with the full complement. No cases have been brought to my notice of any difficulties in this connection.

Even as the worker has the advantage of an incentive piecerate scheme, he should be under an obligation to turn out a fair and honest measure of work. When the output falls below the datum due to reasons for which he is not responsible, he is still paid the minimum wage. What if the deficit output should be the result of any deliberate action of the worker, such as go-slow tactics? In such a case, the worker should be liable to a penalty, which whether or not it acts as a deterrent would at least have a moral value. It is not desirable to link the penalty to the actual loss in output. I therefore fix a penalty of Re. 0.50 per M.T. of shortfall in output below the datum to be deducted from the wage or earnings of the shift.

In addition to loading of foodgrains and fertilisers, the workers at the Egmore godown have certain other operations to perform. These have been set out in a statement attached as an annexure to the counter filed by the FCI. This statement sets out a piecerate scheme which has been reached by agreement between the parties. There are 9 items herein; the first which is "the removal and loading of bags into lorries/trucks," and the last which "removal of bags from wagons" will be covered by the appropriate table set out earlier. In the case of other items, they set out different operations which involve and include stacking and restacking of bags in tiers, upto 10 bags high, from 11 to 16 bags high and from 17 to 20 bags high and different piecerates have been fixed therefor. Stacking to such heights is intended to relieve pressure on the floor space of the godown, but it is undoubtedly a heavy work. No data can be prepared which will give an intelligible clue to the labour involved or the output that can be reached. Beyond claiming a lack of incentive, Sri Anthoni Pillai has not said anything which would suggest a method of overcoming it. In my view, the complaint of inadequate incentive can be met by an increase in the rates for the operations connected with the stacks above 10 bags high. I therefore fix the following rates in respect of items 2 to 8 in the statement referred to:

Upto 10 bags high—the existing rate to continue

Above 10 to 16 bags high — the existing rate to be increased by 10 per cent.

Above 16 to 20 bags high — the existing rate to be increased by 15 per cent.

The piecerate scheme should normally be only prospective in operation; but it is not denied that attempts have been made even before March, 1973, to frame a scheme and that the labour leaders refused even to serve on the committee to examine and modify a proposed scheme. In these circumstances, the employer could at least have unilaterally introduced a provisional incentive piecerate scheme. In any event, it seems to me that the scheme now set out in this award should be effective at least from 1-1-1973.

It is brought to my notice that as a result of the recommendations of the Piecerate Review Committee for the Madras Port, which were made retrospective from 1-9-1972, the Port workers were paid each a lump sum of Rs. 700 towards the difference in earning for a period of 16 months, i.e., roughly at the rate of Rs. 40 per worker per month. This was to avoid a meticulous calculation of the earnings in the preceding months. Sri. Anthoni Pillai claims that the scheme should be operative from 1-9-1972 and that as 20 months have elapsed, a proportionally larger amount should be paid. Whatever might have been done in the Madras Port, one cannot lose sight of the fact that the FCI labour had a dwindling volume of work during the recent past and that occasions when their earnings could have exceeded the minimum wage were few and far betwen. In this view, I consider that the difference in the earnings of each worker, on the average, could not have exceeded Rs. 25/- per month, of the proposed piecerates had been applied. Instead of entering upon a labourious task of calculating the earnings, I direct that each worker (piecerated) be paid Rs. 25/- per month from 1-1-1973 till 31-12-1973 and that these rates be effective from 1-1-1974.

It is next urged that daily rated workers, whose work should increase in proportion to increased work of the piecerated workers should be given some benefit. My short answer to this plea is that the terms of reference to arbitration do not enable me to make any such award in favour of the dailyrated workers.

Wherever it was called for, I have indicated the date from which any particular recommendation or direction should operate. In the absence of any such indication in any particular case, that would take effect from 1-1-1974 only.

Recovery of advance.—By an agreement entered into on the 1st September, 1973, an advance of Rs. 500/- was made to each piecerated worker (Permanent Loaders and Fillers including their Maistries) and of Rs. 200/- to non-piecerated workers. An earlier advance of Rs. 100/- paid under an agreement dated 20-3-1973 was deducted from the above advances. It was agreed that recovery should be made as directed by the Arbitrator. Even in the petitions seeking the advances, the workers had suggested that the advances might be set off against any arrears that might accrue to the workers under the several heads of claim. In accordance therewith, I direct that the outstanding advances be set off in the manner stated above in the case of piecerated workers. In the case of the others, the advances should be recovered in ten equal monthly instalments.

Lastly, I desire to express my appreciation of the thorough and painstaking manner in which the points in dispute were thrashed out by Sri Anthoni Pillai, for the workers, and Sri G. Ramaswami, learned counsel for the Food Corporation of India.

[No. L. 42013/8/73/LR III]

K. SRINIVASAN, Presiding Officer

New Delhi, the 23rd January, 1974

S.O. 330.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the arbitrator in the industrial dispute between the employers in relation to the Food Corporation of India, Madras and their workmen, which was received by the Central Government on the 16th January, 1974.

[No. L. 42013/8/73/LR III]

K. M. TRIPATHI, Under Secy.

BEFORE THE ARBITRATOR, SHRI K. SRINIVASAN

In the matter of the dispute between

Employer : Food Corporation of India, New Delhi, represented by Joint Manager (Port Operations) Food Corporation of India, Madras.

AND

Employees : (The Cargo handling workers of the Food Corporation of India at the Madras Port) represented by:

(i) Shri S.C.C. Anthoni Pillai, President, Transport and Dock Workers Union, Madras.

And

(ii) Shri. E.W.M. David, elected representative of the Food Corporation of India, Departmental Workers at Madras Port.

AWARD

At the outset, I shall make a brief reference to the events leading to this arbitration proceeding.

The Food Corporation of India employs a labour force in handling imported foodgrains and fertilisers. Prior to the creation of this Corporation, the handling of these import was done by the Government of India through the Regional Director of Food by the employment of contractors. The system of contract labour was abolished and the labour employed upon these tasks was departmentalised. By a settlement reached on 1-4-1965, the workers were to be provided direct employment by the Government and were assured of 12 days' minimum employment or wages every month. A piecerate scheme for both regular and temporary workers was enunciated in this settlement. Subsequently, in 1966, the minimum guaranteed employment was increased to 18 days per month for the regular workers. Certain other benefits such as provident, fund, sick leave, privilege leave and weekly off-day came to be progressively conferred upon these workers. By the time the Food Corporation took over the handling of the imports, the workers had come to enjoy all the abovementioned benefits, addition to paid holidays as well as an additional day's wage whenever employed on notified non-closed holidays, that is, when the port was not closed. When the Central Wage Board for Port and Dock Workers made its recommendations, the benefits of these recommendations were also extended to these workers with effect from 1-1-1969.

Between 1968 and 1972, there was a gradual decline in the imports of foodgrains. The Corporation found that its labour force of about 3000 men in 1968 far exceeded its estimated requirements. In 1970, the temporary workers were discharged from employ on payment of some compensation. Even, so, the labour force was considered excessive and as a result of discussions between the Corporation and the Union, it was settled that the Corporation could reduce its labour strength to 1244 and that the surplus personnel should be discharged on payment of certain amounts. This was achieved by the introduction of a voluntary retirement scheme and the labour strength was brought down to the abovementioned figure.

During all these years, the regular labour force were guaranteed the minimum 18 days' employment, in addition to the other benefits indicated above. But there had always been an agitation that this minimum guarantee should be raised to 21 days. In addition to this point of difference between the Corporation and the Union, there had also been several other matters of dispute. The workers finding that these matters had not been taken up for settlement and dealt with, resorted to strike on and from the 20th February, 1973. The strike was called off a month later on a settlement being reached agreeing to refer the outstanding issues to arbitration (It may be mentioned here that part of the labour force employed by the Food Corporation of India works in the Madras Port; another part, a smaller one, is employed at the Egmore Depot. Separate references to arbitration have been made in respect of these two categories of workers. Several of the matters in dispute, however, are common to both). It is unnecessary to set out the matters in dispute, for they are specified in the agreement entered into between the parties under sub-section (1) of Section 10-A of the Industrial Disputes Act and the arbitration agreement has been published in the Gazette. The specific question will be indicated when it comes to be dealt with in the course of this award.

One of the more important matters upon which the Food Corporation of India and the Unions have differed over the years is the question of the minimum guarantee of employment. It is —

(i) Whether any increase in the existing minimum guarantee of 18 days is justified? If yes, whether it should be increased upto 21 days and from what date?

(In what follows the Food Corporation of India will be referred to as the FCI or the Corporation, the Dock Labour Board as the DLB and the Madras Port Trust as the MPT).

On the abolition of the system of contract labour, when Government acting through the Director-General of Food departmentalised the workers employed in the handling of foodgrains and fertilisers, a settlement was entered into on 1-4-1965. According to this settlement, the foodgrains workers belonging to the Transport and Dock Workers Union were to be listed as regular workers. These regular workers, as they may be called, were assured of 12 days' minimum employment under certain conditions. The settlement also provided that every piecerated worker would be entitled to an adjustment allowance when he was booked to work in the second or the third shift. There was also the benefit of attendance allowance for every worker reporting for work but not provided with work on any of the three shifts on a day. The workers were to be paid an extra Re. 1/- per head for work done on Sundays and holidays during which the port was working. It is not at present necessary to detail the various other clauses of this settlement. But at this stage a brief reference may be made to the manner of deployment of the labour force. Whenever any vessel carrying foodgrains or fertilisers arrives at the post, the FCI gives notice to the Dock Labour Board. Normally, when any vessel carrying general cargo is in port, the Dock Labour Board arranges its labour gangs to clear the goods from the holds. When once the goods are landed on the wharf by the DLB workers, they pass into the possession of the Port Trust Authorities, whose employees transfer the goods to the transit shed, from where deliveries are made to the consignees. In the case, however, of foodgrains or fertilisers, they are generally received in bulk. The FCI indents upon the Dock Labour Board for the labour required to remove the goods from the holds of the vessel and land them on the wharf. In the form in which these goods arrive, it is not possible for the Port Trust employees to remove the foodgrains or the bulk fertillsers to the transit shed. It is at this stage that the FCI employs its labour force. The employees are called Loaders and Fillers and their Maistries. The Fillers fill the gunny bags with foodgrains and stitch them to make them capable of being transported to the transit shed by the Port Trust employees. At the transit shed also, the Loaders employed by the Food Corporation, load these bags into the railway wagons or on to the lorries, as the case may be. It would thus be seen that the labour force employed by the Food Corporation works more or less alongside the labour gangs employed by the Dock Labour Board and the Port Trust.

As already stated, the minimum guaranteed employment was 12 days under the settlement dated 1-4-1965. In 1966, another settlement was reached whereunder the minimum guaranteed employment was increased to 18 days. This was in respect of regular workers. There were also temporary workers who had not been given any minimum employment earlier but who under this agreement of 1966 were given such guaranteed employment for 12 days in the month. Subsequently, various other additional benefits were conferred on the regular workers, such as sick leave for 7 days in a year, privilege leave of 1/17 of the total number of days on which the worker actually reported for duty, weekly off

day and a total of 15 paid holidays during the year. It is stated that when the FCI took over the departmental labour, previously employed by the Regional Director of Food, the workers were assured of the continuance of all of these benefits. Indeed, it would appear that the privilege leave was enhanced to 1/11 the number of days spent on duty and casual leave for 15 days in the year was also allowed.

By or about 1968, when the Food Corporation took over the labour force, there would appear to have been about 3000 men in employ. With the decline in the import of foodgrains, all temporary hands were discontinued from employment on payment of some compensation. It was found necessary to reduce the permanent labour force still further and the FCI at that time estimated its labour requirement as 1244, so that nearly 1000 hands became surplus. In February, 1972, it was mutually agreed between the Corporation and the Union that a voluntary retirement scheme should be introduced and that the workers should be invited to retire accepting the benefits provided under the scheme. The details of that scheme are not of any present importance. It would suffice to say that the scheme was worked successfully and the strength of the labour force reduced more or less to the level required by the Corporation. Even at the stage of those discussions, it would appear that the demand for raising the minimum guarantee existed, for in Clause 9 of the settlement, it is stated:

> "Six months after the voluntary retirement scheme is implemented, the question of—raising the minimum guarantee will be considered."

In the Claims Statement of the Union, it is pointed out that after the voluntary retirement scheme had been implemented, the Union had been urging upon the FCI to revise the minimum guarantee. When the Corporation called upon the Union to support its claim, the Union pointed out that when the Corporation fixed the strength of the labour force considered absolutely necessary, it was implicit that there could be no surplus to the requirements thereafter and that in these circumstances it should necessarily follow that there should be availability of work for more than 18 days. But when, however, this demand (among others) was not accepted by the FCI, a strike was resorted to, leading in due course to the present arbitration.

The FCI in its counter states that on the basis of minimum guarantee of 18 days, a worker gets an additional 4 days in the month for weekly off, 15 days' casual leave 15 days' festival holidays, 7 days' sick leave and 33 days earned leave in the year. Statistics have been furnished for a few months in 1972 and 1973 to show that the available work for various categories of workers does not even reach the minimum guarantee of 18 days.

The important aspect of the argument advanced in support of the claim is that in all the ports in India, and, indeed even in the Madras Port, the workers employed by the Dock Labour Board or by the Port Trust are given minimum guaranteed employment for 21 days. Mr. Anthoni Pillai, for the Union emphasises the psychological aspect of the matter and contends that when labourers employed similarly are given 21 days' minimum guarantee, the FCI workers, who work side by side with those other workers, very naturally feel discontented. It is urged that these workers are given all the other benefits which like workers of the Dock Labour Board or the Port Trust are given; only in the matter of this minimum guaranteed employment does this difference unjustifiably exists.

The contentions raised by the labour are met in the following manner by the Corporation. Firstly, the work available under the Corporation is not seasonal, as for instance, in the case of sugar manufacture. It is not permanent as in the case of textiles. The work which the Corporation can give to its workers depends upon the import policy of the Government and even more upon the frequency arrival of the ships. It is a well-recognised fact that dock work is casual and intermittent with the necessary consequence that work will not be available for all the 30 days in the month. That is the case not only with ports in India but the ports elsewhere in other parts of the world as well. The demands made by the Union have to be examined against this background.

The normal rule with regard to labour is that if there is no work, then no wages are payable. The minimum guarantee given to workers in this line is an exception to the above general rule. Indeed, this very fact shows that labour itself recognises that it has to be without wages for some days in the month. The question then is, how the number of days of minimum guarantee should be fixed? What are the principles governing such fixation?

The comparison sought to be drawn by the Union with the State of things in the Port Trust and the Dock Labour Board with reference to the number of days of minimum guarantee is, according to the FCI, wholly improper. In so far as the FCI is concerned, it is not governed by any scheme like the Dock Labour Board Scheme, but by agreements which it has entered into with the Unions. In the last of such agreements, the number of days of minimum guarantee in so far as the FCI workers are concerned was raised to 18 from 12. It is for the Union to show that things have changed so greatly since that agreement as to justify raising the minimum guarantee to 21 days. Even on the basis of 18 days of minimum guarantee, it is pointed out that the worker gets wages for a total of 28 days. Taking into account the paid four weekly offs, 15 days casual leave in the year, 7 days sick leave in the year, 33 days earned leave and 15 days festival holidays, on the average for a month these additional paid non-working days come to 10, so that with the minimum guarantee of 18 days, a worker gets wages for round about 28 days in the month. If the claim of the labour is true that the work has increased, then, there is no need at all for the minimum guarantee, for if there is sufficient work, all the workers will be employed throughout all the working days in the month. Nor is it correct to say that the Dock Labour Board gives the minimum guarantee of 21 days for all the labourers employed by it. Whether this minimum guarantee of 21 days obtains today or not, there were occasions in the past when different classes of workers of the Dock Labour Board had different minimum guarantees. Indeed, a letter was produced during the hearing from the Port Trust to show that the minimum guarantee for A and B categories, Shore Mazdoors, is 18 and 15 days respectively. The learned counsel for the FCI points to these differences and urges that a comparison with the Dock Labour Board or the Port Trust is not the proper test at all and that one must in the last resort examine the volume of work which the employer is able to offer.

It has already been pointed out that the Dock Labour Board workers work within the holds of the ship. Working in confined space under the slings operated by winches or cranes, their work is far more hazardous than the work of the FCI employees who work on the wharf after the slings have discharged the foodgrain or the fertiliser. It is also pointed out that the DLB has a monopoly of the supply of the labour in so far as working on board the ships is concerned. It charges a heavy fee for the labour it provides for clearing the holds and the FCI has to pay for it. It is emphasised that it is out of such levy that the Dock Labour Board is able to give a high minimum guarantee of 21 days to the labour employed by it. It is quite possible so argues the learned counsel, that if outside labour could also work in the holds of the ships, the position could well turn out to be a competitive one and the Dock Labour Board would not be able to charge such high rates for the labour it provides and nor could it therefore give a high minimum guarantee. Lastly, it is pointed out that the Dock Labour Board employees handle both imports and exports and in so far as the Dock Labour Board's charges for the exports are concerned, those charges fall upon the foreign importers, who probably pay very heavily for the labour supplied. Can you compare this state of things so argues the learned counsel, with the FCI which handles the foodgrains and fertilisers imported at the cost of the public exchequer and is not a profit-making organisation? The DLB workers can handle different types of cargo, but the Corporation workers depend only on the limited imports, which is dependent on the policy of the government and also depends on the arrival of the ships.

The further argument for the Union is that the Bombay foodgrain workers get 21 days minimum guarantee under a settlement dated 20-5-1971 with regard to godown workers and a similar settlement with regard to the workers at the port; and that a similar increase is denied to the FCI workers. This is resisted on the basis of the considerable differences which exist between the conditions obtaining with regard to the Bombay worker and the Madras worker. Firstly, in favour of Madras, it is pointed out that the benefits which the Madras worker gets by way of casual leave, uniform, disappointment wage and festival holidays are more generous than in the case of the Bombay worker. The Bombay port employs mechanical discharge facilities and has a further capacity of handling as many as six foodgrain vessels at a time. Broadly stated, nearly two lakhs of tons per month of foodgrains are handled in Bombay as against 60.000 tons bulk and 20,000 tons of bagged foodgrains every month in Madras. All of these features indicate that in Bombay Port the foodgrains worker should get work for a much larger number of days than the Madras worker, so that it is not a hardship to the FCI to grant him the minimum guarantee of 21 days. But, in so far as Madras is concerned, the number of days on which work is available to these workers is so low as compared even with the 18 days minimum guarantee that it is impossible to increase it any further.

The next argument of the Union that the FCI having reduced its working strength in 1972 to the extent commensurate with the available work, it should necessarily follow that this strength should be regarded as the permanent strength and that the minimum guarantee of 21 days should therefore be granted to them, for taken together with the extra 10 days of paid non-working days, the total would come to 30 or 31 days. In 1972, when the strength of the labour force was reduced, it was done by mutual agreement between the Union and the FCI. The repeated statement of Mr. Anthoni Pillai that the reduction was made *unilaterally* is one I am not able to accept, for the 1972 agreement was signed by Mr. Anthoni Pillai for the Union and every paragraph therein reads "It is agreed . . . . . ." It is true that the FCI offered to pay some compensation for the voluntary retirement of the workers, but if, in fact, work was available for a much larger force than what was retained, I can hardly see how the Union could have accepted the voluntary scheme at all. In 1972, it was estimated that 50,000 tons of bagged foodgrains, 20,000 tons of bagged fertilisers and 20,000 tons of bulk fertilisers would be received at the Madras Port every month and it was on this basis that the labour strength was fixed. One of the conditions of the agreement was that the bulk fertilisers should be standardised by the labour, which ought to be weighed in the scales after being bagged. It is argued on behalf of the FCI that the labour did not carry out the standardisation of bulk fertilisers, with the result that these imports of bulk fertilisers had to be diverted to other ports (whether for this reason or not, it is not denied that bulk fertilisers are not landed at this port). In effect, therefore, the volume of work that could be handled by the FCI employees fell to the extent to which these bulk fertilisers were diverted elsewhere.

On this aspect of the matter, it has been contended by Mr. David, Elected Representative of the workers at the Fort, that in addition to these items, there is a large import of Muriate of Potash, the details of which have not been taken into account by the FCI. According to the FCI, however, the Muriate of Potash is handled on behalf of the Ministry of Agriculture and delivered to the Indian Potash Limited, which in turn distributes it to the Madras Fertilisers and other companies. Now, it appears that these consumers of Muriate of Potash do not want this chemical to be bagged at all. The Corporation contends that its workers could come into the picture only in the case where bagging of the chemical, the Muriate of Potash, is called for. If this chemical, the Muriate of Potash, is not to be bagged at all, what happens is that it is delivered in bulk directly on to the lorries brought on the wharf and taken away to the consumers. The result is that no part of the work involved in the import of this chemical is undertaken by the Corporation employees.

It is also urged by the Corporation that in fact the Indian Potash Limited on whose behalf this import is handled by the Food Corporation has been complaining of heavy charges. Indeed, it appears that this work was taken over by the Corporation after considerable discussion with the Ministry of Agriculture, and solely in order to provide the FCI workers with enough work. If the minimum guarantee is increased to 21 days, it would mean that the Corporation has to face a heavier bill for idle wages. It would increase the cost of handling this chemical and that will result in the Ministry of Agriculture taking away this item of work from the Corporation.

Lastly, the comparison with the Dock Labour Board, it is pointed out, is made with reference to certain categories of workers who are very few in number, such as Tindals and Syranges and other chipping and painting workers, who form a very small fraction of the total strength of the dock labour. Apparently, this class of workers has to be maintained whether there is sufficient work or not and the paying of idle wages for several days for a small proportion of workers, as the Dock Labour Board is called upon to do in the case of these workers, would not affect the position in so far as the remaining large number of workers are concerned, who, as has been pointed out, deal both with imports and exports. In contrast, the total strength of Loaders (FCI) is 771. The statement forming part of the counter of the Corporation shows that during the nine months from May, 1972, to January, 1973 the available work had averaged to 16 days in the case of these Loaders. In the case of Fillers, whose strength is 382, the number of days of work available has varied largely from month to month and the average for the nine months was 6.3 days only. The FCI asks whether in the light of these circumstances any increase of minimum guarantee would be financially feasible.

This considerable disparity in the number of days of work available to Fillers and Loaders is commented upon by Mr. David. But a little examination will show that this difference is bound to exist. When the slings discharge the foodgrains into what is called a chute wagon (a wagon with openings on its sides), the filling gang starts its work. One member of the gang operates the opening of the chute and two members fill a gunny bag; the bag is removed and other workers stitch it and make it ready for the Port Trust worker to remove it to the transit shed. At the transit shed, the Loaders are present. Their work is to load the lorries for further onward transmission of the goods. If the transit shed is full, loading having stopped for some reason or other, the Fillers will have to stop their work and further discharge of the cargo comes to a halt. If there is rain, no work can be done in the open; Fillers have to stop work, while the Loaders can carry on their loading operations. It will be seen that in general, Loaders will have work for a greater length of time than Fillers, as loading is a more tedious and time consuming work than filling and stitching.

Nor, according to the Corporation, is the comparison with the daily rated workers, both male and female, employed by the Corporation, a proper basis. These daily-rated workers are employed on a variety of tasks and their average employment is quite high, according to the statement referred to. While the work of loading and stitching is the task which is done shortly after the consignment is landed on the wharf, the other items of work which the daily rated workers are called upon to do, such as cleaning the godowns, gathering the spilt grain cleaning it and re-bagging it, the shifting of bags from place to place, etc., are items of work which occupy them throughout the day. That being so, the fact that these persons have work for almost the full month is no basis for holding that the Loaders and the Fillers should also be given the minimum guarantee to secure their earnings for a month or 30 days.

Mr. David has placed before me figures of imports of foodgrains and fertilisers for a few months obtained from the Dock Labour Board. They do not contradict the statement of the FCI that the actual imports have fallen short of the estimate that was made in 1972 at the time the voluntary retirement scheme was put into effect. The argument of Mr. David that the FCI can offer more

work and therefore the raising of the minimum guarantee will not be a real burden on the Corporation is not substantiated by the figures.

Apart from all these, what Mr. Anthoni Pillai repeatedly insisted upon was what he called the psychological aspect of the matter. In effect, he said, "Here are the DLB workers on one side of me and the MPT workers on the other. They are doing the same kind of work as I am doing. They are given a minimum guarantee of work of wages for 21 days. Why should I be treated differently?" and he argues that this leads to discontent and industrial unrest. I have already pointed out that the FCI cannot be compared with the DLB or the MPT. I am unable to agree that in the matter of provision of a minimum guarantee, there cannot be differences between employer and employer. On a careful consideration of all relevant circumstances, I am of the view that there is no justification for any increase in the existing minimum guarantee.

Issue (iii): Whether a workman who is drawing the maximum pay in his payscale is entitled to a further increase? If 'yes', to what extent, in what manner and from what date?

In the Claims Statement, it is urged that the terms and conditions of service prescribed by the FCI for its workmen follow in most respects what is provided by the DLB to its employees. As has been stated earlier, the FCI indents upon the DLB for the labour to work in the holds of the vessels. The DLB charges the Food Corporation as much as 350 per cent or so of the time-rated wages for this labour. That is, if the time-rated wage is Rs. 12/- per day for the DLB workers, the Dock Labour Board actually charges the Food Corporation Rs. 54/- per day for each labourer supplied. Now, it appears that the DLB has allowed its labourers to draw increments beyond the maximum of the basic payscale prescribed by the Wage Board. It is urged that if the Food Corporation can pay such high rates for hiring labour through the Dock Labour Board, incidentally paying those labourers wage even in excess of the maximum of the worker's time-scale, there is no reason why it should not do so for its own labourers.

On behalf of the Food Corporation, it is contended that the amount collected from it by the DLB is in the nature of a levy and that these amounts are utilised by the DLB for various purposes. The Central Wage Board fixed the scale of pay for these labourers and the FCI cannot see its way to travel beyond the maximum in the time-scale. It is however pointed out that the Wage Board Award expires on 31-12-1973 and that this question which virtually amounts to a revision of the pay scale can well be agitated by the Union before the next Wage Board.

Statements had been filed before me to show that the DLB is in fact paying some of these labourers, who have reached the maximum in their time-scale, additional increments. For instance, a Mazdoor, whose payscale is Rs. 110-2.50-120-3-147 having reached the maximum on 1-1-1972 is being paid a basic wage of Rs. 150/- with other allowances proportionate thereto by the grant of an additional increment of Rs. 3/- from 1-1-1973. Similarly, a Winchman, who has reached the maximum of Rs. 150/- in his payscale on 1-1-1970, has been granted further increments of Rs. 4/- during each of the succeeding years, so that he is drawing Rs. 172/- on 1-1-1973. Similar increases beyond the maximum of the time-scales have been granted by the DLB to its listed workers also. In the statement regarding the FCI workers furnished by the Union, it appears that only in the categories of Head Maistry and C.L. Maistry have any workers reached the maximum of their respective time-scales, and the question of exceeding the maximum does not arise except in the case of these two categories and possibly in the case of only a very few among them.

The claim under this head seems to be a novel one. A wage scale has been prescribed by the Central Wage Board in an attempt to bring about uniformity in the wages of persons doing similar work. In the natural course of events some of the employees must necessarily reach the maximum of the time-scale. On what basis any further increments are to be granted to them, I for one am unable to see. It would certainly amount to a revision of the time scale as prescribed by the Central Wage Board, which is supposed to lay down a uniform wage structure for similar labour all over India in this class of employment. If any increase is to be given over and above the maximum of such time-scale, one cannot stipulate that the wage should be increased by any particular amount or that the rate of increase should necessarily be the rate of increase leading to the maximum.

It seems to me to be incorrect to say that the FCI has accepted the position that the wage paid to the worker can travel beyond the maximum of the scale. It is true that the FCI in paying the levy fixed by the DLB for the labour supplied by it does submit to the position that the DLB pays some of the labour so supplied at rates exceeding the maximum of the payscale. The DLB has for reasons of its own, with which we are not concerned, chosen to grant increments beyond the maximum of the scale to its workers. The FCI can question neither this action of the DLB nor the quantum of the levy made by the DLB. But I am emphatic that the FCI is not bound to follow this practice of the DLB. The question before me is "whether a workman who is drawing the maximum pay in his payscale is 'entitled' to a further increase." Mr. Anthoni Pillai has not in the course of his arguments explained how such a workman can become 'entitled'. What has been stated before me is that DLB by a resolution granted such increments beyond the scale. It was not any right that existed in the employee to make a claim of that kind that was recognised by the DLB but a sort of *ad hoc* payment granted by that body.

The only answer to the question posed before me must therefore be that the workman who has reached the maximum in his payscale is *not entitled* to any further increase; nor to go further, can I see any justification for the grant of unauthorised increments beyond the maximum of the scale of wage fixed by the Wage Board.

Issue iv: Whether the present mode of calculation of differential pay admissible to a Maistry, when he is on piece-rate, is being correctly adopted per agreement dated 9-2-1972. If not, in what manner it should be calculated and from what date?

This question relates only to the Gang Maistries of Loaders and Fillers. Shortly, put the demand is that at all times and on all occasions, the Maistry should be granted the differential of Re. 1 over and above the pay which he is entitled to under the Wage Board Award. It will be seen from the question itself that what is objected to is the mode of calculation of the differential pay admissible to a Maistry when he is on piece rate. (In order to understand the implications of this question, it is necessary to refer to the earliest agreement wherein this differential payment to the Maistry is fixed and the circumstances under which it is to be paid.)

Before doing so, I shall first refer to the averments in the Claims Statement and the counter. It would appear therefrom that prior to departmentalisation when the Regional Director of Food employed labour through contractors, the Maistry was paid *twice* the average piece-rate earnings of the men in his gang. On departmentalisation, this was altered to a differential of Re. 1 to be paid to the Maistry over and above the average piece-rate earnings. On the introduction of scales of pay by the Wage Board (the scale of pay of the Maistry being Rs. 125-3-134-4-170; that of the Filler Rs. 104-2-116-3-140; and of the Loader Rs. 115-3-136-4-160), a dispute arose whether the Maistry was still entitled to the differential of Re. 1. In an agreement dated 9-2-1972, the continuance of this payment was agreed to. The Union's statement does not set out how the mode of calculation is faulty or from what date such faulty calculation to the detriment of the Maistry is being made. The other claim petition filed by Mr. David is equally silent thereon; but it appears to pinpoint the demand by stating that the differential of Re. 1 should be paid "to a filling and loading Maistry in addition to the daily piece-rate earnings he earns and the differential in pay between a Maistry and a Mazdoor with effect from 1-1-1969."

In the counter, it is said that as the Wage Board has provided a higher wage scale for the Maistry, there is no longer any reason to pay the differential "to the Maistry on the days on which they work as time-rated workers when they get a time-rated wage and a minimum wage."

(The contentions raised in the Claims Statement of the Egmore Deport workers and those in that of the Port workers are identical; equally so are the grounds of resistance by the FCI in its respective counters.)

It is now necessary to refer to the earliest agreement dated 1-4-1965 in order to understand the demand with some precision. In Clause 2A(b) relating to piece-rated workers the following finds place:

> "A minimum guaranteed wage of Rs. 4 per shift would be payable to a piece-rated worker when either sufficient work was not available or could not be performed for reasons beyond his control to enable him to earn that much amount. The minimum guaranteed wage for a Gang Maistry will be Rs. 5 per shift."

This paragraph clearly defines the minimum guaranteed wage payable to a piece-rated worker or his Gang Maistry. Clause 8 of the agreement is also extremely relevant. It reads:

> "The piece-rated workers will be divided into gangs as follows—Each Gang Maistry will be paid Re. 1 per head per shift over and above the earnings shared with the other members of the Gang. This differential will apply to daily/monthly guarantee and holiday payments."

While the earlier paragraph 2A(b) specifies the minimum wage of a worker as Rs. 4 and of a Gang Maistry as Rs. 5 per shift, this clause deals with what is described as a differential of Re. 1 payable to the Maistry "over and above the earnings shared with the other members of the gang." Both clauses refer to piece-rated workers only; but one facts stands out. It is that the difference of Re. 1 referred to in the earlier clause is a difference between the minimum guaranteed wages of the Mazdoor and the Maistry and *does not* represent what may be called the Maistry's differential contemplated in Clause 8. Confining our attention to the agreement of 1-4-1965 and reading these clauses together, it is clear that in the set of circumstances when only the minimum guaranteed wage is payable in terms of Clause 2A(b), no question of payment of the differential of Re. 1 to the Maistry under Clause 8 can arise; for this differential is payable as an extra remuneration to the Maistry over and above the average of the earnings of the members of the gang. That particular situation will not arise when only the minimum guaranteed wage is payable.

It was stated earlier that the Claims Statement does not set out precisely in what manner the FCI has wrongly calculated the differential payable to the Maistry. But if it is the claim that even when the minimum guaranteed wage alone is payable the Maistry should still get the differential of Re. 1, that must be negatived for the reason set out in the preceding paragraph.

At this stage, I may refer to an argument advanced for the FCI that on the days on which the workers earn only the minimum guaranteed wage, the workers are not on piece-rate but work as time-rated workers. I am unable to appreciate this argument. The fixation of a time scale of pay by the Wage Board did not alter the nature of the work. While previously the wage was an unaltered figure of Rs. 4 for the worker year after year, which was so low as not to provide the means for a reasonable standard of life and also gave no incentive or weightage to the length of service, the Wage Board fixed a scale, which, partly perhaps, cured the defects. It only fixed the minimum wage payable to the worker, which would increase with the length of service on foot of the scale of pay. That the scale of pay has a time-rated element in the sense that annual increments are provided therein does not make the Loader or the Filler a time rated worker getting "a time-rated wage and a minimum wage" as stated in the counter.

It is obvious from a perusal of the agreement dated 1-4-1965 that filling and loading operations are classified as piece-rated work. The time-rated or daily rated workers perform other functions which are set out in great detail in Clause (ii) of the Schedule to the 1-4-1965 agreement. Indeed, the argument that when a worker earns only the minimum guaranteed wage, he is only a time-rated and not a piece-rated worker is repelled by the very wording of Clause 8 which says that the minimum guaranteed wage is "payable to a piece-rate worker" in the circumstances set out therein. The argument of Mr. Ramaswamy, learned counsel for the FCI, that the worker (Filler or Loader) is a time-rated worker up to the point where his earnings cross the minimum wage level and a piece rated worker only when his earnings exceed the minimum wage finds no support from the well recognised classification of the work and the workers or from the terms of the agreement. I am of the view that the Fillers or Loaders while employed on their respective jobs cannot for any reason whatsoever be regarded as time rated workers.

In further support of the same argument, reliance was placed on Clause (iv) of the agreement of 9-2-1972. It appears that on the strict application of the Wage Board formula, the computed wage of the Head Maistries and the Filling and Loading Maistries actually fell below their then wages. This anomalous situation was set right in this agreement by refixing their wages at a higher level. In that context, Clause (iv) proceeded to say further: "It was also agreed that on the days on which they work on piece rates, they will be eligible, in addition to piece-rate earnings, for a sum of Re. 1 (Rupee one only), the amount being treated as differential pay". This is nothing different in substance from what is contained in the 1965 agreement. Presumably, this was put in to emphasise that nowithstanding the fixation of the pay of the Maistries at a higher level, they were not deprived of the Maistry's differential of Re. 1. But this clause can hardly be pressed into service in support of the argument that Fillers and Loaders, who are piece-rated workers by definition in the 1965 agreement cease to be such solely because their piece-rate earnings do not exceed the minimum wage.

It is unfortunate that the agreements did not provide for the amount of work which a worker working with ordinary diligence was expected to do, it is only by a process of inference that one can reach a conclusion on this head. Clause 2A(b) of the 1965 agreement, which guarantees the minimum wage of Rs. 4, is conditioned thus: "When either sufficient work was not available or could not be performed for reasons beyond his control to enable him to earn that amount." Turning to the schedule, we find that the rate (piece-rate) for filling and stitching of bulk cargo (foodgrains) is Re. 1 per metric tonne nett. It follows from this that a foodgrains Filler was expected to turn out 4 metric tonnes; and even if he turned out less work, he would be entitled to the minimum guaranteed wage if the conditions of the above clause applied.

The 1965 agreement contains a "without prejudice" clause which says that the rate of wages and benefits recommended by the Wage Board and accepted by the Government of India would be substituted as if the same were incorporated in the agreement. The FCI's contention based on this clause is this: The pre 1-1-1969 minimum guaranteed wage was Rs. 4. The minimum wage fixed by the Wage Board on the scale applicable to a Filler, as on 1-1-1973, is Rs. 5.04. If you read this with the relevant clause, it follows that a Filler should turn out 5.03 tonnes. Pursuing the argument previously noticed, it is said this piece rate work begins only when his quantum of work exceeds 5.04 tonnes.

It seems to me that this contention is fallacious. To push the matter to its logical extreme, if we assume that the wage is re-fixed and a worker becomes entitled to a minimum guaranteed wage of Rs. 10 on a suitable time scale, does it mean that he has to exceed ten tonnes in order to get on to the piece rate? It may also turn out that the outturn based on this argument would differ from gang to gang and even between the members of a gang if they are at different points on their respective time scales. In 1965, when that agreement was entered into, it was contemplated that a gang could turn out work at the rate of 4 tonnes per member, and on that basis the minimum gua-

ranteed wage of Rs. 4 per worker seems to have been fixed. The physical capacity of a worker cannot possibly increase solely because his scale of pay entitles him to a slightly larger minimum wage. What is even more singular in this argument is that it calls upon the worker to turn out more and more work with each year of his advancing age? This argument in effect twists the Wage Board recommendations into a procedure for fixing the work norms, which to my mind is wholly unwarranted.

Another aspect of the matter requires notice. The piece rate for a foodgrain Filler is Re. 1 per tonne. This piece rate has not been altered even after the Wage Board scales were given effect to. If the minimum guaranteed wage is 5.03 for an output of 4 tonnes, the rate per tonnes would be Rs. 1.25 and not Re. 1 as set out in the Schedule to the 1965 agreement. Indeed, the FCI is not prepared to accept anything above Re. 1 as the piece rate per tonne. The same reasoning on which I have held that the work load could not increase with the increased scale of pay will apply here. Since the workers are likely to have different minimum wages at any particular point of time, the rate per tonne so calculated would differ from worker to worker leading to the existence of a multiplicity of piece rates for an identical piece of work. It must thus be taken that the piece rate set out in the Schedule continues in force.

The contrast between the stands taken by the FCI and the Union is brought out by the following example.

A worker's minimum wage (Wage Board) is Rs. 5.03. He is entitled to this even if he turns out only 4 tonnes. If the gang turns out 5 tonnes per head, the wage as per the piece rate would be Rs. 5; but the worker would get his minimum guaranteed wage of Rs. 5.03. Equally, the Maistry would get the piece-rate earning of Rs. 5 plus Maistry's differential of Re. 1; the total being Rs. 5, he would be given his minimum wage scale pay of Rs. 6.23. This mode of calculation is the natural result of the Corporation's view of the norm of work and on when the workers are on piece rate. Whatever that may be, the consequences of this mode of calculation are worth nothing. A worker can well say, "I get my minimum wage of Rs. 5.03 if I turn out 4 tonnes. I do not get a piece more for the extra tonne, if I turn out 5 tonnes. Even if I do 6 tonnes, I would get only Rs. 6, in effect giving me only Rs. 0.97 only over the minimum wage for the extra two tonnes, while I should normally expect Rs. 2 for this extra work." It is not difficult to see that the worker would be unwilling to do more work, when his extra labour fetches no reasonable return. Indeed, if the FCI's object is, as it should be, to secure a rapid clearance of the cargo, the method followed in doling out the wages seems ill-adapted to that end.

What the Union therefore claims is that the Wage Board increase should be kept apart; that the wage alone should be worked out on the basis of the 1965 agreement, with the minimum wages and schedule of rates specified therein; and thereafter add the wage Board increase. Thus, if the Minimum wage of the Maistry is Rs. 6.23 (on his scale) and if the gang turns out 5 tonnes per head, i.e., Rs. 5 being the shared earnings, the Maistry should get this Rs. 5 plus the Maistry's differential of Re. 1 plus the Wage Board increase of Rs. 1.23 (Rs. 6.23 minus his minimum guaranteed wage of Rs. 5 under the 1965 agreement), making a total of Rs. 7.23.

I am of the view that the above is the correct method of calculation of the differential pay admissible to the Maistry. The method adopted by the Corporation results in its being partly absorbed by the Wage Board increment which is totally unjustified.

The Union claims in its statement that the Maistries should be allowed the differential as above calculated from 1-1-69. We are a long way from that date; the examination of the claim would call for the scrutiny of the daily outturn of work of over 70 gangs over a period of 5 years. It is even doubtful if the records would be available. Whatever it may be, one has the right to expect a claim of this kind to be made with some diligence. If the Union though the method of calculation wrong, it should have come to light shortly after the Wage Board scales were introduced. What then was done in 1970, 1971 and 1972? Far from there having been any complaints in this regard, we find in the agreement of 9-2-1972 only a passing reference to the Maistry's differential. There is nothing to indicate any dispute about it at that time, though this agreement speaks of "pressing problems and longstanding disputes." The claim to the extent to which it seeks to re-open the matter from 1-1-1969 onwards has been unconscionably delayed. Obviously also, several employees might have died or retired or otherwise severed their connection with the FCI; no claim could be put forward by them or on their behalf. Further, this claim seems to have been mooted for the first time only on the eve of the events that led to this arbitration and after the package deal in the agreement of 9-2--72 was finalised on 30-4-1972.

For all these reasons, I am of the view that the claim should be examined in the light of the observations contained herein: (1) in the case of those Maistries who were in service on 1-5-1972 and who might have died, resigned or retired since, or who still continue in service; and (2) in the case of others who might have become Maistries since that date. The work should be completed within four months from the date of the publication of the award and any amounts payable should be disbursed to the concerned persons within a month thereafter.

In the Claims Statement of the Union, a prayer has been added that this differential should be treated as wages for the purpose of Provident Fund contribution. But the dispute as set out in the issue agreed to by both and parties does not raise this question. As the Arbitrator is bound by the terms of reference, I am unable to go into this aspect.

Issue v: Whether the out door medical facilities be extended to the families of the workers, and if so, from what date?

Note : The employer has agreed to the extension of this facility in principle.

It may be stated that the FCI agreed to the extension of these facilities in principle. A note to that effect is made in the reference itself. The complaint of the workers is that the Corporation has been paying only lip sympathy to this principle but has failed to translate it into practice. What the workers now demand in the Claims Statement is that this principle should have been implemented as far back as on 1-4-1965 when the labour was departmentalised; that the cost of the extension of this benefit should now be computed and should be deposited in a welfare fund or should be disbursed to the workers as a welfare allowance; and that the Arbitrator should appoint a date for the extension of this facility and on failure of the Corporation to comply therewith, a penal rate of contribution should be directed to be paid by the Corporation into the fund.

In the counter filed by the Corporation, it is conceded that the principle has been accepted and it is claimed that action has been taken progressively. It is pointed out that the Corporation has been reimbursing the hospital charges to regular workers and their families if treatment is had as an inpatient in a government hospital and has also been reimbursing the hospital charges in maternity cases and that out-door medical facilities are furnished to the workers at the dispensary run by the Corporation. In so far as the Egmore godown is concerned, it has not been possible to secure necessary accommodation so far and the Corporation claims to be taking adequate steps to meet this demand. It is urged that the scheme for computing the benefits monetarily and paying of any amount either to the workers or into a welfare fund does not arise in these circumstances.

In the settlement reached at Delhi on 16-11-1970, a clause provided for reimbursement of hospital charges on production of vouchers for the workers and the members of their families. A prior settlement was reached some time in 1966. A clause therein stated :

"The above mentioned benefits will be available with effect from 1-4-1966 except in the case of contri-

butory provident fund and out-door medical treatment which may take a little longer to complete the formalities."

That was with regard to workmen included in regular gangs classified as A category workers. With regard to the workers included in the temporary gangs, the relevant clause stated :

"The workers will be given out-door medical treatment as soon as necessary arrangements have been made for the same."

In 1967 again, there were discussions between the Department of Food and the Union. As a result of these discussions, the Administration agreed "to consider the question of extending the benefit of reimbursement of hospital charges, if any worker listed as regular (and to his wife or his children if the Port Trust gives such equivalent concessions to its labour) is detained as a patient in a government hospital on production of vouchers. With regard to out-door medical treatment, the Administration will seek once again to persuade the Madras Port Trust or the Madras Dock Labour Board to agree to accord out-door medical treatment to departmental dock workers. If no such arrangement can be had...the Department will take early steps for opening a dispensary." It is common ground that a dispensary was opened on 2-10-1969 and that workers at the Madras Port are receiving out-door medical treatment at this dispensary. The complaint, however, is that this facility has not been extended to the families of the workers except to the extent already indicated in the settlement of 1970. Mr. Anthoni Pillai argues that it is exceedingly difficult for a worker to go to a government hospital and secure medical treatment therein and obtain the necessary vouchers from the medical authorities to substantate the claim for reimbursement. It was urged, therefore, that the medical facilities agreed to be provided by the Corporation should be amplified to a greater extent. It is also contended that in so far as the hospital charges are concerned, the Corporation is willing to reimburse the charges of hospitalisation only and not such additional expenses as may have to be incurred such as taking of x-rays, etc., for the purpose of diagnosis. It is also pointed out that at Bombay, the foodgrains workers at godowns have been granted medical benefits not only for themselves but for their families as well, such facilities being given at the dispensary maintained by the Corporation. The benefit of reimbursement was also extended to industrial workers and their families by a settlement reached on 20-5-1971 between the Corporation and the concerned Union.

Mr. Anthoni Pillai has also referred to the Dock Labour Board Medical Treatment Rules, which confer far greater benefits on the workers and their families than the Corporation does.

Mr. Ramaswami, learned counsel for the FCI, urges that the issue as placed before the Arbitrator does not call for an examination of the extent of the medical facilities that if it is decided by the Arbitrator that the facilities should be extended to the families, the question is answered and nothing further survives for consideration. This issue could no doubt be strictly construed in that manner. But how the parties understood it and what it was that they desired should be considered by the Arbitrator are revealed by the Claims statement and the Counter. A question such as the provision of medical facilities should not, normally speaking, have come to the stage of a dispute, since it has, I consider it desirable to deal with it in its broader aspects, though briefly.

In the course of the arguments, it came to light that the FCI has not yet completed a list of the worker and the members of his family eligible for medical relief. This dilatoriness is hardly commendable. Without making a record of this kind and without furnishing the worker with a card of identity, and without enlarging the existing dispensary with additional staff (including a lady doctor) the FCI cannot be held to have fulfilled its undertaking. Equally, the worker cannot get himself treated elsewhere and get hospitalised unless the doctor in charge of the FCI dispensary certifies such a course to be necessary. I am making these observations as it appeared to be that both sides were somewhat hazy with regard to details.

The present position is that a dispensary has been working from 2-10-1969. The FCI should enlarge it suitably to the present requirements. A clear set of rules governing the use of the dispensary, the conditions under which hospitalisation and ancillary charges would be reimbursed and other attendant matters should be drawn up for the guidance of the workers.

The further part of the question, "and if so, from what date?" can be answered in only one way. No facility of this kind can be extended retrospectively. The direction that can be given is that the FCI should make the facilities indicated earlier available to the workers and their families not later than one month from the date of the publication of the award.

The further claim is that the value of the hitherto unprovided benefit should be computed and that the amount which the FCI has saved by not providing this facility should be paid into a welfare fund or distributed to the workmen. This claim is to my mind little short of fantastic. Even if the facility had existed, to what extent it would have been availed of is a matter of conjecture. To value it is manifestly impossible. I am unable to agree that the FCI has effected any 'saving', least of all at the expense of the workmen. Unless that is so there can be no justification for accepting the demand in this regard.

Issue vi : Can attendance allowance, adjustment allowance, disappointment wage and CCA be added towards the wages of a workman for the purpose of CPF deduction?

The complaint of the Union is that the above mentioned allowances are not taken into account in calculating the contribution to the PF. The short argument advanced is that since these allowances are in the nature of wages, they ought to be taken into account for the above purpose. The principal ground upon which this claim is based is however that the Madras Port Trust calculates the PF deduction on emoluments, which include pay, DA and CCA but excludes HRA and other allowances; but attendance allowance is included. It is therefore said that the Corporation workers should also be granted a like benefit. It seems to me that the argument so broadly advanced cannot be accepted in its entirety. Nor is the flat denial of the claim found in the counter-statement that the allowances sought to be included are outside the purview of the PF Act wholly acceptable. The Corporation states that the Madras Port Trust includes the CCA and other allowances towards calculation of the PF contribution by means of a special resolution of the trustees of that PF. It is also said that the allowances referred to do not constitute retaining allowances under the PF Act and therefore this demand cannot be accepted.

It is necessary to examine the scope of these allowances in order to understand to what extent the claim is supportable. Taking attendance allowance, it is agreed that this allowance is granted to a worker when he attends the workspot but the Corporation fails to provide him with work, and the question is whether an allowance made for this reason can be regarded as partaking of the character of a wage. Even in the Claims Statement of the Union, it is stated that "attendance allowance is the wage payable when a worker reports for work as per scheduled requirements and is not offered employment." The use of the term 'wage' in this connection seems to me to be wholly inappropriate. As far as I understand it and indeed as far as the term 'wage' is generally understood, it is a monetary recompense made to the worker for the use of his time in the performance of work under the directions of the employer. In the settlement of 1965, the provision for this allowance is set out thus : "Attendance allowance at the rate of Rs. 1.25 per shift for every worker will be admissible on the day he reports for work but is not booked for any of the three shifts on a day." Clearly then, this amount is given to the worker not as recompense for any work that he does, but solely for the reason that he reports for work in order to discover whether work is available or not. When the time of the worker is not taken up in the performance of any labour on behalf of the employer, any allowance that is granted solely for the reason that he reports for duty (no doubt as a convenience to the employer to recruit the labour necessary at the time and to the employee to secure work for himself) cannot be regarded as a wage paid for any work done. It is in the nature of compensation for the expenses of travel to and from the

workspot. That the Port Trust and the Dock Labour Board calculate the PF contribution on a similar element of allowance is no sufficient justification for the claim that is advanced.

Next it was stated that in a settlement between the Director General of Food and the Union, it was agreed to extend the contributory provident fund benefits to the foodgrain workers. Rules framed in 1966 provided for the inclusion of DA, attendance allowance and disappointment wage in emoluments. Even those rules made a distinction in that prior to 1-8-1967, DA was excluded. After the Corporation came to be created, a new set of regulations was framed under which 'pay' as defined included DA, retaining allowance and the cash value of any food concession but not attendance allowance of disappointment wage. These rules have been in force from 1967 onwards. I am unable to agree with the argument that any pre-existing rights of the employee have been denied by these rules. Indeed, the Employees' PF Act, XIX of 1952 in its definition of emoluments excludes dearness allowances and other allowances.

It is not Mr. Anthoni Pillai's argument that all kinds of payments made to the worker should be taken into account for the purpose of the PF. He agrees that the payment must be in the nature of a wage. For the reasons I have already stated, attendance allowance is not of the nature of a wage and has been rightly excluded.

Disappointment Wage : This allowance is in contract to the attendance allowance. Under the 1965 settlement, a piece-rated worker has to be paid disappointment wage at the rate of Rs. 2 per shift if a worker is relieved for want of work within two hours of 'joining' duty. For a time-rated worker, the disappointment wage will be paid at 50 per cent of the rates specified in the schedule to that agreement, if a worker is relieved for want of work within two hours of 'joining' duty. The expression used in the agreement is "joining duty." The position accordingly is that when these workers appear, they are **booked** for work, but if it so happens that they are not actually provided with work and are "relieved for want of work within two hours of joining duty", then, a piece-rated worker is paid at Rs. 2 per shift and a time-rated worker at 50 per cent of the rate specified in the schedule. This is clearly a case where the employer takes up, though he does not utilise, two hours of the time of the employee, and accordingly he proceeds to pay him some amount. In the nature of things therefore, when the amount is paid for the utilisation of the time of the employee, whether that time is consumed in the performance of any work or nor, it amounts to a wage which the employer pays for so taking up the time of the employee. This undoubtedly partakes of the character of a wage in contrast to the attendance allowance which has been dealt with above. I am satisfied that the disappointment wage is an element of the wage structure which should be taken into account for the calculation of the PF contribution.

In the case of city compensatory allowance, it has been brought to my notice that the Board of Directors of the FCI has since decided that the existing definition of 'pay' in the Contributory Provident Fund Regulations of the FCI shall be amended with effect from 1-1-1969 to include city compensatory allowance. It is unnecessary for the Arbitrator to go into this part of the issue.

The next item is adjustment allowance. It is necessary to understand what this adjustment allowance is before the question can be decided. There are three shifts of work, the first shift being of 8 hours duration and the second third shifts of 6-1/2 hours duration each. Now, obviously, a worker employed on the first shift, who works for 8 hours is capable of turning out a larger volume of work and is able to earn a larger amount on a piece-rated basis than a worker employed on the second and third shifts, which are of shorter duration. The 1965 agreement contemplated that a piece-rated worker working on the second and third shifts would be entitled to an adjustment allowance of Rs. 1.25 per shift. The relevant clause of the agreement further stated that this adjustment allowance payable in respect of piece-rated workers would count towards the earnings of a worker for the purpose of ascertaining his eligibility for being paid the minimum guaranteed wage. For instance, if a worker earned at the piece-rate, a sum of, say Rs. 2.25 for the work done by him in the second shift, including the adjustment allowance of Rs. 1.25, the total would come to Rs. 3.50. But the guaranteed minimum wage of the worker is Rs. 4 and therefore that is paid to him. In such an event, there is no doubt at all that this adjustment allowance forms part of the wage and has to be taken into account for the purpose of the PF contribution. Apparently, the Corporation does not deny this claim in so far as the adjustment allowance goes to make up the minimum wage. If I understand the point of dispute correctly, it is only where the piece-rated worker earns above the minimum by his own efforts and in addition thereto the adjustment allowance is given to him, the Corporation appears to contend that the adjustment allowance is no longer part of the wage. The contention accordingly is to the extent to which this adjustment allowances goes to make up the minimum guaranteed wage, it is part of the wage and the PF contribution is calculated thereon. But if the adjustment allowance is paid in a case where the worker by him own efforts earns more than the minimum guaranteed wage, the Corporation seems to contend that this adjustment allowance no longer bears the character of a wage. It seems to me to be difficult to accept this contention. Whether it is merged in the minimum wage or is paid in addition to the amount in excess of the minimum guaranteed wage earned by the worker, it is still contractually payable as an amount which the worker is entitled to for working on the second and third shifts. From any point of view, this allowance is certainly part of the wage. Indeed, from another point of view, it may be said that this adjustment allowance represents a higher piece-rate offered for night shift work, in order to enable the worker working for 6-1/2 hours (during night time under somewhat more arduous conditions as compared with daytime work) to equal the earnings of a worker working for 8 hours during day. I accept the claim of the Union in so far as this allowance is concerned.

Issue vii.—Whether a Labour Welfare Fund be constituted on the basis of the one framed by the Madras Dock Labour Board or it should be constituted per the Model Scheme framed by the Government of India for Central Industrial Undertakings per Department of Labour Memorandum No. IW/18(1)/46 dated 16th December, 1946, or any other basis, and if so, from what date ?

In the Claims Statement, it is urged that the Dock Labour Board from whom the FCI indents for labour when cargo has to be handled on the ship has constructed houses for its workers on a large scale. It is pointed out that the Corporation has to pay 300 per cent of thereabouts of the wage of a worker for such indented labour. It would appear that under the rules governing the welfare fund of the Dock Labour Board, 50 per cent of the daily wages so collected from the Corporation and other importers is earmarked for the welfare fund. The Union accordingly argues, if the Corporation could pay a large amount by way of levy to the Dock Labour Board for utilising it as a welfare fund in respect of the labour indented by it, why should not the Corporation create a similar welfare fund for its own employees.

This claim is shortly controverted by the Corporation by pointing out that the Corporation unlike the Dock Labour Board or the Port Trust does not levy any charge from any one. The Corporation is however prepared to adopt a welfare scheme for its departmental workers on a matching basis, that is to say, the Corporation would contribute equally with the worker. A draft scheme has been appended to the counter and it is said that this draft is in line with the schemes existing in government industrial undertakings.

The argument on behalf of the Unions is merely that a similar class of workers under the Dock Labour Board or the Port Trust has the benefit of a welfare fund to which the workers are not called upon to contribute. The suggestion made by the Corporation that it is willing to accept the proposal for a welfare scheme only if the workers also contribute thereto in a smaller or a greater measure is resisted on the ground that the psychological impact upon the Corporation's workers would be adverse. The mere broad statement that because the DLB and MPT workers have a scheme of that type, the Corporation should also embark on the provision of a similar scheme cannot be accepted. Firstly, both the Port Trust and the Dock Labour Board are commercial institutions, while the FCI, though a business organisation, is not out to make profits. In so far as the DLB is concerned, it is an admitted fact that the DLB collects in respect of the labour supplied by it a considerable amount

from stevedore requiring such labour, including the FCI. For instance, if the minimum wage of a DLB worker is Rs. 10 but he happens to earn Rs. 15 for the work done, if such a labourer is supplied to the FCI, the DLB charges which the Corporation has to pay are (1) the wage earned by him, that is, Rs. 15 plus (2) 300 per cent of the minimum wage that is Rs. 30, plus (3) 50 per cent of that minimum wage that is, Rs. 5. It is conceded by Mr. Anthoni Pillai that the last-mentioned sum of Rs. 5 is earmarked for the purpose of the welfare fund constituted by the DLB. There are other numerous importers and exporters from whom also similar amounts are collected by the DLB. All in all, a large amount is built up by these collections. In so far as the Port Trust is concerned, out of the general revenue of the Port Trust, a contribution, subject to a maximum limit of Rs. 60,000 per annum, is made to its welfare fund.

Turning to the Dock Workers Welfare Fund, various amenities are to be provided with the aid of the fund, such as dining halls, canteens, health measures such as provision of artificial limbs, financial assistance to employees in acute distress, recreation facilities for the welfare of the employees and their families such as sports, music, shows bhajans, etc., and any other items for the benefit of the employees and their families at the discretion of the Chairman of the Madras Dock Labour Board. I am mentioning only a few of the objects on which the fund is expended, extracted from the rules governing that fund. One of the more important welfare measures contemplated by the above rules is the provision of housing for the workers and schools and other educational facilities. I am informed by Mr. Anthoni Pillai that a large number of houses have in fact been built by the Dock Labour Board in which the labourers reside on a subsidised rental basis. The Port Trust Welfare Fund is also utilisable for similar purposes, but the regulations therein do not provide for the provision of houses and schools. Extracts from the Annual Reports of the DLB were produced before me to show that these objects are being fulfilled.

It seems to me that such an ambitious scheme can hardly be thought of in the context of the activities of he FCI. The argument of Mr. Anthoni Pillai is that the FCI is indirectly providing funds from the DLB Welfare Fund, if so, the FCI should provide such a fund for its own workers. This argument fails to take note of the fact that it is a levy being made upon the Corporation which it can hardly resist and no such source of income is available to the FCI which would enable it to embark upon such grandiose schemes.

A draft of the regulations for the creation of a welfare fund for the Corporation workers as prepared by the Corporation is attached to the counter filed. According to this scheme a contribution is payable by each worker at Rs. 2 per annum to which the FCI would make a matching grant. The objects upon which the fund can be expended are specified as including the grant of scholarships to the children of the workers, the cost of artificial limbs, payment for special drugs, financial assistance to employees in acute distress amounts for sports, music, bhajans, etc. The reason for requiring the workers also to contribute to the welfare fund appears to be that in all government industrial undertakings that is the practice.

The model scheme of the Government of India for Central Industrial Undertakings is almost embryonic in its scope. Prepared in 1946, it is hardly suitable as a guide at the present time, particularly so when viewed against schemes such as the DLB or the Port Trust have for their workers. The scheme which provides for a matching grant of Re. 1 per worker (or less) equal to the employee's contribution will hardly serve to contribute significantly to the welfare of the workers. The Draft Scheme put forward by the FCI in its counter is an improvement upon the model scheme but even so it suffers from the defect that the contributions proposed are so low that most of the objects of the welfare fund most necessarily fail of fulfilment. Subject to the modifications I propose to direct, its draft scheme can be adopted.

Though the Unions appear to resist the suggestion, I am of the view that the workers should also contribute to the fund. The Welfare Fund may be regarded as comprised of two parts : objects having a cultural content, such as provision of entertainments, grant of scholarships and other educational facilities; and objects seeking to provide special drugs, artificial limbs, financial assistance in cases of acute distress, grants for marriages, etc. I can see no reason why a worker should not contribute towards the expenses of his own entertainment and such like purposes. The expenses for the other class of objects, which may be heavier, may well fall on the employer. This leads to the view that the contribution by the employer should be higher than that by the worker.

I direct that a welfare fund be constituted on this basis.

(a) The Corporation should make an outright grant of Rs. 4,000 for the year 1973 against which no contributions will be collectable from the workers.

(b) For each succeeding year, the FCI contribution will be a similar sum, subject to the condition that the regular workers contribute at Rs. 2 per head per annum; and the FCI contribution will be reduced proportionately to the shortfall, if any, in the workers' contribution. The draft scheme submitted by the Corporation will be accepted as it stands, subject to the above modifications incorporated therein and the further modifications as hereunder.

"A welfare committee consisting of three representatives of the FCI and three representatives of the workers engaged in the undertaking in the harbour and the depot shall be constituted to administer the fund."

The Corporation should give effect to the directions contained above within one month of the publication of the award.

In view of the fact that there are only a few workers at the depot as compared with the harbour, the welfare fund as envisaged above will be a combined one for both sets of workers.

The scheme as modified is set out below in full :

1. The Fund shall be called "The Food Corporation of India Welfare Fund" for Departmental Workers at Madras Harbour.

2. It shall be administered by the JM(PO), FCI, Madras who will be the Chairman of the Welfare Committee.

3. The receipts creditable to the Fund shall consist of the following, viz.,

(a) The Corporation should make an outright grant of Rs. 4,000 for the year 1973 against which no contributions will be collectable from the workers.

(b) For each succeeding year, the FCI contribution will be a similar sum, subject to the condition that the regular workers contribute at Rs. 2 per head per annum; and the FCI contribution will be reduced proportionately to the shortfall if any in the workers' contribution.

Note : The FCI grant will be subject to the following conditions :

(i) A welfare committee consisting of three representatives of the FCI and three representatives of the workers engaged in the undertaking in the harbour and the depot shall be constituted to administer the fund.

(ii) The form of welfare activities should be left to the discretion of the Welfare Fund Committee.

(iii) The fund should be utilised to meet the current expenditure but not capital expenditure.

(iv) An annual statement of income and expenditure should be prepared for the scrutiny of the audit officer of the employing department, i.e., FCI.

(c) Salaries, Wages and other allowances remaining unclaimed for over three years will be credited to the Fund.

(d) interest and/or profit on investments should be credited to the Fund.

4. The objects on which the Fund may be expended shall be the following : viz.,

(a) Refund to the persons concerned of the unclaimed salaries, wages, etc., originally credited to the Fund under regulation 3(c) above.

(b) Donations, subscriptions, etc., to the institutions, clubs co-operative societies, etc., connected with the welfare of the departmental workers and their families.

(c) (i) Grant of scholarships to children of workers;

(ii) Educational facilities including literacy classes, handicraft education and reading rooms.

(d) Special rewards to workers for life saving and other meritorious acts.

(e) (i) To meet the cost of artificial limbs and their replacement in the case of workers injured outside duty or those who lose a limb or limbs as a result of disease and similar cases of their families.

(ii) Payment towards cost of special drugs recommended by the FCI's Medical Officer for the use of workers.

(f) Financial assistance to the employees and members of their families in acute distress.

(g) Grants for conducting sports, competitions, etc., dramas, music, film shows and bhajans for workers.

(h) Ex-gratia payments on the merits of each case to the families of workers who die while in service leaving the family in indigent circumstances.

(i) Grants for funeral expenses or marriage expenses.

(j) Any other item of expenditure for the benefit of workers and their families at the discretion of the JM(PO), Chairman.

5. Disbursements from the fund shall be made with the specific sanction of the Joint Manager (PO), Chairman in each case;

(6) In the case of doubt, all questions relating to the Fund shall be decided by the JM(PO), Chairman, and his decision will be final.

Issue viii: House Rent Allowance and City Compensatory Allowance are being paid on monthly basis to all workmen. Whether while calculating the wages for the work put in by a workman on non-closed festival holidays these allowances have to be added up again ?

It is common ground that when a worker is employed on a holiday, he is paid wages for the work done in addition to the holiday wages. (It has already been stated elsewhere that a worker is entitled to 15 festival and national holidays with wages). According to the Union, this additional days wage should include all the elements of the daily wage and since the elements of HRA and CCA are part of this wage, they ought to be computed and paid when a worker is called upon to work on a holiday. The contention advanced by the Corporation is that according to the award of Sri T. Venkatadri, the workers are entitled "to get relief as for as HRA and CCA are concerned in full on the new monthly basic pay arrived at after applying the formula" of the Central Wage Board; and that HRA and CCA are therefore being paid on a monthly basis. The present claim of the Union is, having got monthly HRA and CCA in respect of the paid holiday, they want it in addition in a case where the worker actually works on a holiday and is paid for the work done in addition to the holiday wages. It is urged that HRA and CCA are paid to the worker to compensate for the higher house rent and higher city living expenses. It has obviously no relation to the number of days that he works. So long as he accepts that these two allowances are computed for the whole month, can the mere fact that he works on a holiday justify the claim to a proportionate amount for that day in respect of these allowances ?

The wage paid for the holiday includes proportionate HRA for one day; if the worker works on that holiday and is paid proportionate HRA over again, it amounts to his being paid two days' HRA in respect of a single day. As a broad statement, it is true that a day's wage should include all the elements of the daily wage. But that can hardly be pressed into service to support the claim. We can look at the matter from another angle. The wage paid for a holiday may notionally be regarded as paid for work done; and if the worker **actually** works on that day, he would be entitled to be paid for that quantum of extra work alone, deprived of allowances, the payment of which has no relation to the quantum of work done.

The argument that the DLB or the Port Trust calculates the wages for work done on a holiday in the manner claimed by the Union fails to impress me. Baldly stated, the claim that **two** daily units of HRA and CCA should be given for **one** day, disregarding the real purpose underlying the grant of the allowance, is to my kind, wholly irrational and cannot be sustained.

Issue ix.—Whether the prevailing mode of calculating the adjustment allowance for the piece-rated workers when employed in the second and third shifts is satisfactory; if not, what pattern should be adopted; and if so, from what date?

In order to understand the point involved in this claim, reference has to be made to the 1965 agreement, where this adjustment allowance was provided for. Firstly, it is payable only to piece-rated workers working in the second or the third shift. The first shift is of 8 hours duration while the second and third shifts are of 6 1/2 hours duration each. The relevant clause in the agreement provides thus:

> "A piece-rated worker, working in the second and third shifts would be entitled to an adjustment allowance of Rs. 1.25 per shift. The adjustment allowance payable in respect of piece-rated workers for the second and third shifts will count towards the earnings of a worker for the purpose of ascertaining his liability for being paid the minimum guaranteed wage. For example, if a worker earns for the work done by him in the second shift Rs. 3.50, including adjustment allowance, he will be paid Rs. 4-/. Again, if a worker earns for the work done by him in the second or third shift Rs. 4/-, including the adjustment allowance, the minimum guaranteed wage will be deemed to have been paid."

It is seen from the above that if a worker employed in the second or third shift earns for the work done by him any amount up to Rs. 2.75, the adjustment allowance is added thereto, and to the extent to which the total falls short of Rs. 4 the minimum guaranteed wage, it is made up and a sum of Rs. 4/- is paid to him. What happens if he earns under the piece-rated scheme more than Rs. 2.75? The Union contends that the adjustment allowance is not paid. The Claims Statement is not quite clear and does not specify the occasions when payment is refused. From the arguments addressed, it appears that if the worker earns Rs. 4/- and more by his own efforts, the adjustment allowance of Rs. 1.25 is paid extra. But, apparently, the Corporation contends that if he earns anything less than Rs. 4/-, he would be paid only that portion of the adjustment allowance which would go to make up the minimum guaranteed wage. More specifically, if a worker earns Rs. 3.50 by his own effort, that is, according to the piece-rated scheme, no doubt, the minimum guaranteed wage is Rs. 4/- but if the adjustment allowance of Rs. 1.25 is given to him for working in the second or third shift, he should get, according to the Union, Rs. 3.50 plus Rs. 1.25. But the Corporation declines to accept this claim and pays only Rs. 4/- as the minimum guaranteed wage. The counter of the Corporation sets out its case as below:

> "Adjustment allowance is not an allowance paid in addition to the minimum wage.....The adjustment allowance is an extra payment on all days when he earns more than the minimum wage. It becomes part of the minlum wage when sufficient wage to make up the minimum wage is not earned.....If a worker earns for the work done by him in the second or third shift Rs. 5.12 including the adjustment allowance, the minimum guaranteed wage

would be deemed to have been paid to him. In short, if a worker fails to earn more than Rs. 3.87, he is being paid Rs. 5.12 only, including the adjustment allowance."

The reference to Rs. 5.12 is made because that is the minimum wage according to the scale prescribed by the Central Wage Board. The clause in the agreement referred to Rs. 4/- as the minimum guaranteed wage, and to the extent to which the Wage Board intervened and fixed the scale of wages, the minimum wage became Rs. 5.12, so that the Corporation states that "if a man earns on the piece-rate a sum of Rs. 3.87 in the second or the third shift, it would make up the minimum guaranteed wage of Rs. 5.12 by adding Rs. 1.25." In amplifying the above argument, the Corporation further states that " a worker is not entitled to the said adjustment allowance when he does not earn more than the minimum wages on piece-rate, because the worker already gets some *ad hoc* payment to make up the minimum guaranteed wage and he should not be a double beneficiary by the contingent reason of non-availability of work." The above passage is not quite clear. But, in the example that is given in the counter, the following appears. The minimum guaranteed wage is Rs. 5.12. The minimum is granted to him in all cases where he earns up to Rs. 3.87 on the piece rate. If a sum of Rs. 1.25 is added to Rs. 3.87, it makes up Rs. 5.12, the minimum wage, and even if by his own efforts he earns less than Rs. 3.87, he is paid Rs. 5.12. In all cases, where he earns more than Rs. 3.87, this amount of Rs. 1.25 is added and is paid such total which may exceed the minimum of Rs. 5.12.

The Union's contention is that this adjustment allowance is in the nature of an altered piece rate for work done in the second or third shift, that is, in effect, a higher piece rate is offered for work done during these two shifts, and that this amount of Rs. 1.25 is payable to the worker in all cases. It is conceded by the Union during the course of the arguments that the difficulty in interpreting the agreement arises only in cases where a man earns between Rs. 2.75 and Rs. 4/-in the second or third shift. In effect, the claim is made that if a worker turns out 4 tonnes in either of these shifts, he should get at the rate of Re. 1/- per tonne, Rs. 4/-. Since his time scale wage is, say, Rs. 5.04, he should be deemed to be entitled to the minimum guaranteed time scale of wage of Rs. 5.04 plus Rs. 1.25, the adjustment allowance. Carrying the argument further, it is stated that if a worker turns out 4 tonnes during the first shift, he gets the minimum scale wage of Rs. 5.04. If he does the same 4 tonnes during the second or third shift, he gets Rs. 4 plus Rs. 1.25, that is, Rs. 5.25. If he does only 2.75 tonnes, he still gets the minimum wage of Rs. 5.04. This discrepany in the payment is pointed to and it is argued that this Rs. 1.25 ought to be granted regardless of the outturn of work.

It is unfortunate that the agreement is not very clear in its implications. Inferentially, the minimum guaranteed wage of Rs. 4/- in the agreement taken together with the schedule of services which is Re. 1/- per metric tonne (for filling and stitching) would mean that a worker is required to turn out 4 tonnes during the first shift. Giving the adjustment allowance its due meaning in the context in which it appears in the clause, it seems that a worker is called upon to turn out 2.75 tonnes in the second or third shifts, for, as noted already, these shifts are of shorter duration and are partly or wholly during the night hours. Impliedly, there is a minimum basic outturn fixed for a worker during these shifts. Giving a proper construction to the terms of the agreement it seems to me that this adjustment allowance cannot be made use of to enhance the wage of a worker disproportionately. I am not prepared to accept the arguments of the Corporation that in order to earn the wage scale minimum wage, of say Rs. 5.04, a worker should turn out 5.04 tonnes. The mere increase of the wage cannot increase the effort that a worker is capable of. If it was contemplated that during the 6 1/2 hours shift, a worker should be able to turn out only 2.75 tonnes, if his minimum guaranteed wage of Rs. 4/- was to be given to him, it does not mean that because the Wage Board fixed the minimum wage at Rs. 5.04, the worker's outturn should also be proportionately enlarged. Nor can I accept the Union's contention that even if the worker does less than 2.75 tonnes or does not earn more than Rs. 3.79 (i.e., Rs. 5.04 minus 1.25) on his own effort, he should be given Rs. 5.04, the minimum payscale wage *and also* Rs. 1.25, the adjustment allowance. In such a case, a portion of the adjustment allowance would be neutralised by the wage scale increase over his piece-rate earning. It is inevitable that such marginal differences should exist when a piece-rated scheme is combined with a guaranteed minimum wage on a wage scale and further some allowance is provided for adjusting differences of shift duration.

Giving the matter my careful consideration, I am of the view that the method adopted by the Corporation in calculating this allowance is both correct and Satisfactory and does not call for any change.

Issue x.—Whether workmen having already retired under the Voluntary Retirement Scheme in 1972 and having been paid retirement compensation thereunder should be allowed *any further payment* against un-availed leave?

This issue raises the question of additional payment to be paid to workers who retired under the voluntary retirement scheme of 1972. It has already been stated elsewhere that when the labour force was discharged under the voluntary retirement scheme some benefit in the shape of retirement compensation was conferred upon workers who voluntarily retired. This scheme was the result of discussions between the labour leaders and the officials of the Corporation held on 9th February, 1972. Under this scheme, workers were invited to opt for voluntary retirement by submitting applications, and the Corporation undertook to inform each applicant whose application was accepted, of the date on which his services would be terminated and the number of days of leave to the credit of the employee which he could avail himself of prior to termination. It is not necessary to refer to the quantum of compensation granted, for there is no dispute on that head. What is now claimed is that the workmen who retired under the voluntary retirement scheme failed to avail of the leave to their credit and that some payment should be made against such unavailed leave. In the Claims Statement, it is stated in paragraph 87 :

"If a worker had leave to his credit, he should have been retired only after he was allowed to enjoy all the leave available to him or he should have been paid in lieu leave salary for the leave to his credit on the date of his retirement."

The contention is that the Corporation violated the letter and spirit of the retirement scheme.

In the counter-statement of the Corporation, it is stated that this demand is outside the purview of the arbitration for the reason that the persons who had retired cannot be treated as workers and the present Unions cannot agitate any claim on their behalf. It is further stated that the monetary compensation that was made took into consideration all the amounts due to be paid to the workers and included the element of compensation for unavailed leave.

Whatever merit there may be in the claim that has been put forward, there seems to be none in the contention put forward in the counter-statement. I am unable to see how the question cannot be raised in these proceedings or how the Unions cannot agitate the question on behalf of the retired workers. The Corporation really seems to have missed the real defence available against the claim which is shortly this. The voluntary retirement scheme made specific reference to the application to be made by each retiring worker, to which application the Corporation had to give a reply containing specific details of the extent of leave standing to the credit of the worker which he could avail himself of before the date of his retirement. Nowhere has it been stated that the Corporation failed to give due intimation of this fact. Since the worker could avail himself of the leave with wages, the worker could not have lost sight of this principal feature of the agreement leading to the voluntary retirement scheme. I must presume for nothing has been stated to the contrary, that the workers were duly informed of their rights in this regard it is well-known that leave is not thrust upon a person but that he has not to apply for it in the ordinary course and the specific clause in the voluntary retirement scheme contemplated that the worker should avail himself of the leave, presumably by applying for it on being told of the extent of leave to his credit. It has not been stated either in the Claims Statement or during

the course of the arguments that any request either in writing or orally for leave made by any of the workers was negatived. In the absence of an application, no question of the grant of leave arises and only in the case where leave had been asked for and refused can there be any question of grant of monetary compensation for such leave refused.

Mr. David put forward a further contention. According to him, leave is earned by the workers and the amount of leave accumulated to the credit of the worker represents so much wages earned by him. The argument is that since the voluntary retirement scheme contemplated the payment of arrears of wages due to the worker, the quantum of leave must be regarded as a monetary deposit in favour of the worker, representing the wage equivalent of the leave period, and he argues that it must be looked upon as arrears of wages and should be paid to him.

I am unable to appreciate this argument. According to the leave rules, privilege leave can be accumulated up to a certain number of days. There is no provision in the leave rules for putting a monetary value upon the leave either not availed of or standing to the credit of the worker. If a worker accumulates the maximum leave that could be accumulated, any further leave which might normally be due to him on account of the number of days worked cannot be credited to his account, for that would carry the total to his credit beyond the quantum that could be accumulated. So, any leave earned over and above that quantum lapses. It has not been stated before me that in such an event the worker is entitled to a monetary compensation for such excess leave. The same argument should apply to the present case. Leave can be availed of only as leave, unless by special agreement unavailed leave is compensated by cash payment. Mr. David's argument that the leave credited to a worker is actually so much in terms of money which he can demand to be paid has no force whatsoever.

Mr. David further pointed out that the Corporation failed to issue proper notices. Two cyclostyled copies of notices dated 3-3-1972 have been produced before me. In one of these, mention is made of the fact that the worker would be allowed to avail of the leave to his credit before the date of the termination, subject to the receipt of leave application from the worker in advance. In the other copy, this paragraph is omitted. In another notice in Tamil also, while the worker has been called upon to obtain the proper form and make the application, no reference to leave is made therein. It does not appear to me however that these omissions are of any significance. The scheme contemplated that the Corporation should inform each worker individually of the extent of leave to his credit and it is only that communication which is relevant for our purpose. The notices that I have referred to only invite the workers' attention to the voluntary retirement scheme and asks them to make the necessary application. Any omission such as pointed out in these notices would not affect the right of the worker who had to be informed of his rights in regard to his leave by a communication addressed to him. There is no suggestion that there was no such intimation and no statement that leave was applied for and was refused. It however appears that instead of issuing a separate letter to each worker, the Corporation prepared a consolidated notice giving the particulars required. There is no question that in so far as applications for voluntary retirement were concerned workers did make the necessary applications resulting in the retirement of well over a thousand workers. It is also brought to my notice that a large number of these workers (264 Loaders, 393 Fillers and 14 daily rated workers) did avail themselves of leave prior to the termination of their services. These facts are not denied; nor is it the case of the Union that any negligence on the part of the Corporation resulted in the workers remaining in ignorance of their rights to take leave.

For all of these reasons, the claim for any payment against unavailed leave must fail.

Issue (xi).—Whether protective equipment is to be supplied by the employer to the workmen handling fertiliser? If yes, the nature of equipment be defined.

The raises the question of the supply of protective equipment to the workers. Nothing much requires to be stated with regard to this matter. It is common ground that working with foodgrains either in bulk or in a bagged condition is undoubtedly a dusty occupation involving some hazard to the health. In the case of fertilizers the hazard is certainly greater. In the Claims Statement, reference is made to a communication from the Senior Inspector, Dock Safety, addressed to the Joint Manager, Port Operations, of the Corporation, wherein it has been pointed out that the Chief Medical Officer, Madras Dock Labour Board, had examined the workers engaged in handling fertilisers and found them to have been physically affected by the chemical contents of the cargo. The Medical Officer stated that there was irritation of the nasal and bronchial mucosa, that there was an involvement of the skin also that small haemorrhagic spots on the soles and palms of the workers were noticed. He suggested the provision of a face mask, gloves for the hands and shoes or gum boots to protect the feet.

In the counter-statement, the Corporation states that it has provided mouth-pads to the workers. The Corporation however thinks it unnecessary to provide any additional equipment since the workers of the Dock Labour Board or the Madras Port Trust belonging to the same category are not being provided with any similar protection.

The provision of a mouth-pad is no doubt good enough as far as it goes. But when it comes to handling chemicals in the nature of fertilisers, the limbs of the workers are apparently affected to some extent, as noticed by the Medical Officer of the Port. The argument of the Corporation that workers of the Dock Labour Board and the Port Trust are not provided with any protection in this regard does not appear to be very sound, for those authorities command a large labour force which can be rotated with greater frequency, so that the same group of persons would handle chemicals on far fewer occasions than the workers of the Corporation. These workers handle either foodgrains or fertilisers and nothing else, whereas the workers of the Dock Labour Board or the Port Trust handle a veriety of goods and these hazard-inducing goods are not handled by them quite so often. I am therefore satisfied that there is every justification for the Corporation to provide some protective aids.

The issue also calls upon me to define the nature of the protective equipment.

Mouth-pads as at present supplied to those handling foodgrain are sufficient and guard against breathing dust-laden air. Protection of hands and feet is called for only in dealing with bagged fertilisers. (It is stated that fertilisers in bulk are not received at this Port.) It is pointed out that bags containing urea would be slippery as urea is highly hygroscopic. A pair of heavy cotton gloves, which can be washed after use, should be made available to the workers handling fertiliser bags. It does not appear to me that shoes or sandals would be suitable. For the most part, the workers have to carry bags on their heads, while stacking in the transit shed or loading them on the lorries en route the depot. (Occassionally, the bags may split and require re-bagging on the wharf or at the depot.) I consider that some footwear giving protection up to the ankles and such as will not impede rapidity of movement will have to be provided. Shoes of leather or rubber would appear to be distinctly unsuitable. I am of the view that shoes may be got made of canvas for the uppers and some suitable non-slippery material for the soles; or the shoe in its entirety may be of canvas as it would be light. In making this suggestion, I am having in mind the well-known fact that workers seldom use footwear of any kind while engaged in manual work and would certainly not feel comfortable in the heavy cumbersome shoes.

Issue (xii-A).—Per agreement dated 9-2-1972, arrived at between the parties, it was agreed that the basic pay of Head Maistries and Gang Maistries should be fixed on the basis of the letter of the Zonal Office, Madras, D.O. Letter No. L. 16(10)/70 dated 11-6-1971, with effect from 1-1-1969 in the respective pay scales applicable to them, viz., Head Maistries Rs. 185/-, Loading Gang Maistries Rs. 146/- and Filling Gang Maistries Rs. 146/- per month and they would be eligible for the appropriate allowances on the basis of the said pay. The present demand of the Transport and Dock Workers Union is that "fixation of pay of each employee in the concerned Wage Board Scale and grant of minimum dearness allowance of Rs. 99/- at Index 215, should be as has been allowed to the workers employed by the Madras Dock Labour Board, or grant of an Equation Allowance of Rs. 1.50 per day with effect from 1-1-1969. This

is disputed by the employer on the ground that per Central Wage Board report, Venkatadri award and the agreement referred to above, it is not open to arbitration. The Arbitrator is requested to—

(a) decide whether the Union can press the said claim despite the above agreement, Wage Board Report and award, and

(b) if yes, whether the demand of the Union is justified and if so to what extent it should be allowed and from what date ?

Issue XII-B) : Whether fixation of pay of the workers by the employer has been done according to the report of the Central Wage Board for Port and Dock Workers at Major Ports (1969) and further elucidated by the award dated 10-2-1971 by Sri T. Venkatadri.

How the present dispute arises has to be set out. In 1971, there were certain arbitration proceedings before Shri T. Venkatadri. The employers who were among the parties to the dispute were the Administrative Body of the Reserve Pool Workers (Madras DLB), the Administrative body for Listed Dock Workers and the FCI. The workmen were, of course, the disputants, on the other side, and in so far as the FCI workmen were concerned, they were represented by the Madras Port and Dock Workers Progressive Union. The dispute between the parties arose with regard to the mode of implementation of the recommendations of the Central Wage Board. On behalf of the workers, it was claimed that the workers should be fitted in the pay scales according to the calculations made by the Union. The DLB and the FCI disagreed with such calculations and this disagreement led to a strike. It was in these circumstances that an arbitration was had before Sri T. Venkatadri, and one of the questions that was referred was whether the fitment of the workmen in the wage scales should be made as per the calculations of the concerned employers or those of the Union. The Madras Harbour Workers Union had put forward the claim that for the purpose of fixation, the wages payable for the weekly off days, that is, 4-1/3 days, should also be taken into account as part of the existing emoluments. It was this claim that was resisted by the DLB. The calculations put forward by this Union took account of the wages payable for these weekly off days, while those put forward by the DLB omitted them. At this stage, it would suffice to say that Sri T. Venkatadri held that the wages for these weekly off days should be taken into account as part of the existing emoluments for the purpose of fixation of the pay of the worker in the relevant pay scale of wages recommended by the Wage Board.

Now, it appears that the Madras Port and Dock Workers Progressive Union, which represented the FCI workers, also put forward a calculation memo which did not however include this element of 4-1/3 days weekly off with pay. Though Sri T. Venkatadri held that the wages for these weekly off days should be included in so far as the workers of the DLB were concerned, he did not so hold in so far as the FCI workers were concerned, presumably for the reason that no claim to that effect was made, and those workers were content to have their pay fixed in the pay scales taking the emoluments into account only for 26 days in the month, excluding the 4-1/3 weekly offs. In the Claims Statement of the Union, it is now urged that the mere fact that the Progressive Union had made an error in its calculations cannot deny what is rightly due to the workers. It is said that these FCI workers were enjoying the benefit of weekly offs with pay, so that the term "existing emoluments", on the foundation of which the entire wage structure is based, must include the weekly offs, just as it was done in the case of the dock workers.

As a further limb of the argument, it is said that the quantum of DA, which was taken into account for the purpose of working out the formula evolved by the Wage Board, was taken as Rs. 71/-. But it is claimed that on the recommendations of the Das Commission with regard to the DA, the DA would vary from slab to slab and the higher DA of Rs. 98/- for those whose basic pay was Rs. 110/- should have been taken. It is said that this was what was done by the DLB for its workers. This point also could not be canvassed before Sri T. Venkatadri, for the Union, which filed the calculation memo, did not properly understand the position with regard to the eligibility of the FCI worker for the correct quantum of DA on the relevant date. It is, therefore claimed that Sri T. Venkatadri as Arbitrator was constrained to accept either this or that calculation, that is to say, the calculation of the FCI or the calculation of the Progressive Union, and he could not enter into the question of the correctness of the approaches made by the Progressive Union both in respect of the DA to be taken into account and the 4-1/3 days weekly off. It is in these circumstances that the question has at present been raised during these arbitration proceedings. In the alternative, it has been claimed that if for any reason the claim as stated above could not be allowed, the FCI workers should be allowed what is called an Equation Allowance of Rs. 1.50 per day. It is said that a similar Equation Allowance was paid by the Madras Port Trust in order to bring the level of wages of its shore cargo handling workers to parity with the wages of their counterparts employed by the DLB. The claim is accordingly that the mistake in the calculation referred to has resulted in a significant imbalance in the rates of daily wages among the several dock and port cargo handling workers employed in the port, who have been doing relatively equal work and who were formerly getting relatively equal rates of wages, and it is this imbalance that is sought to be cured by the grant of an Equation Allowance. In the other Claim Petition filed by Sri David, as elected representative of the workers, a further point has been taken, namely, that the existing emoluments for the purpose of working out the Wage Board Award should include the other allowances which the worker is in receipt of and that the Adjustment Allowance which is paid to a worker working in the second and third shifts should be regarded as coming within the scope of other allowances. It is claimed that this has not been done in the fixation of the pay of the workers and that it should be done now.

In the counter filed by the FCI, it is firstly claimed that in the proceedings before Sri T. Venkatadri, the workers claimed fitment only on the basis of 26 days wages, that is to say, the workers themselves agreed that they were entitled only to so many days wages. That being so, it is said that the question is no longer alive either in the form of taking the wages of the weekly off days into consideration or of the grant of an Equation Allowance. Even on the question of the proper quantum of DA to be taken, nothing more is said in the counter than that the sum of Rs. 71/- was taken as against Rs. 50.50 which was actually being paid as DA on 1-1-1969 to those workers. It is further pointed out that on the application of the formulae devised by the Wage Board, certain anomalies were noticed in the fitment of Head Maistries and Gang Maistries, whose new wages became less than what they were drawing previously. These anomalies were corrected and while doing so the DA that was taken into account was only at Rs. 71/-. It is said that the slab rule with regard to the determination of the DA is being followed. Lastly, it is claimed that "having accepted the Wage Board Award, the labour leaders should also agree to the wages fixed as per the Wage Board Award and should not be permitted to raise the question again".

Both as disclosed by the very issues that have been referred for arbitration and on the contentions of either side, it may be stated at the outset that there is agreement of what was or was not done in applying the principles laid down by the Central Wage Board for the fixation of the wage. It is therefore not necessary to enter extensively into the recommendations of the Wage Board. A brief reference to them wherever it is appropriate would be sufficient. Now it is common ground that prior to 1-1-1969, when the Wage Board Award came into effect, although the award itself was submitted only on 1-10-1969, the DA which the FCI workers were getting was only Rs. 50.50. The Wage Board stated that to the existing monthly emoluments, that is, basic wages, DA, additional DA, dearness pay and other allowances, if any, and interim relief, what was called the appropriate fitment money should be added. This fitment money was a sum of Rs. 40/- with regard to certain scales of pay and Rs. 45/- with regard to other scales. During the pendency of the award proceedings before Sri T. Venkatadri, there was an agreement between the FCI and its workers on 1-9-1969, whereunder the DA was raised to Rs. 71/-. The Wage Board decided that in general the Central Government rates of DA should apply.

These rates of DA for the pay range below Rs. 110/- were Rs. 71/- and for the pay range of Rs. 110-149 Rs. 98/-. The Wage Board was aware that the rates of DA had been increased during the pendency of the Wage Board proceedings and made a note under Para 7-2-119 of its report thus :

> "In the case.....Madras, the Board is informed that for certain registered, listed or equivalent categories of workers, the rates of DA have been increased in June, 1969, and that it has been agreed by the parties that this amount will be adjusted against the increase recommended by the Board....."

I am not concerned with the effect of this note but only refer to it to show that the Wage Board was aware that the DA rates had been raised before it submitted its report. The formula evolved by the Wage Board in order to arrive at the stage of the appropriate basic pay varied according to whether the total emoluments after adding the fitment money to the existing emoluments was less than Rs. 229.50 or was Rs. 229.50 or more. While applying this formula, the DA was to be taken at Re. 1/- more than the then DA, so that in the case where the DA was Rs. 71/-, the figure of Rs. 72/- had to be adopted, or in the case where the DA was Rs. 98/-, it was to be taken as Rs. 99/-. According to the FCI, since the date on which effect was to be given to the Wage Board Report was 1-1-1969, the DA that had to be taken into account was the prevailing DA as on that date, which in the case of the FCI workers would be only Rs. 50.50. In support of this, the FCI refers to the illustrations given in Annexure XV to the Wage Board Report, where for a piece-rated worker the current rate was taken as Rs. 5.99 per day, made up of the minimum wage of Rs. 4/- per day, plus DA of Rs. 1.94 (that is, Rs. 50.50 divided by 26) plus 45 paise being the **pro rata** interim relief per day, (that is, Rs. 11.80 divided by 26, Rs. 11.80 being the interim relief fixed by the Wage Board). The contention accordingly is that the Wage Board was conscious of the fact that only Rs. 50.50 was the operative DA to be taken into account on the relevant date.

Now, in the arbitration proceedings before Sri T. Venkatadri, this was the objection that was raised by the FCI. In the memo of calculations submitted by the workers then, Rs. 71/- was adopted as the DA for arriving at the new basic pay for 26 days. It was the contention of the FCI then that Rs. 50.50 should be taken as the DA existing on 1-1-1969. The very same objections raised now, namely, that it was only with effect from 1-6-1969 on the basis of the settlement reached on 1-9-1969 that the DA was increased to Rs. 71/- and that the Wage Board was aware of that circumstance, were also raised before Sri T. Venkatadri. The contrary contention advanced by the workers then was that taking the relevant observations made by the Wage Board, it was the intention of the Wage Board that Rs. 71 should be regarded as the prevailing rate of DA and that in any event they should be deemed to be getting Rs. 71/- on that date when the recommendations came into effect. Sri T. Venkatadri posed the question whether the calculation made by the workers employing Rs. 71/- as the existing DA, instead of Rs. 50.50, was justified. Sri T. Venkatadri took note of the fact that both the FCI workers and certain employees under the Administrative Bodies of the DLB, that is, Listed Workers, were getting only Rs. 50.50 on the 1st of January, 1969. These workers struck work on the question of DA, as a result of which the DA was increased, as has already been stated. Sri T. Venkatadri observed that "In effect the Administrative Body and the FCI had to implement the Das Commission's recommendations which have been accepted by the Central Government, namely, that the DA had to be increased at par with the Central Government employees.....Therefore, both the agreements entered into between the listed workers and the employees of the FCI and their employers recognised that the proper rate of DA should be Rs. 71/- even as early as 1st September, 1968, but the parties agreed to receive the enhanced DA from the 1st of June, 1969." The date 1-9-1968 referred to is the date on which the Das Commission's recommendations with regard to DA became operative. Examining the matter further, Sri T. Venkatadri came to the conclusion that since the prevailing rate of DA in respect of Central Government employees was Rs. 71/- on 1-1-1969, the adoption of that figure in calculating the existing emoluments of the employees of the FCI was in accordance with the recommendations of the Wage Board. He proceeded further to observe :

> "While considering the existing emoluments as on the 1st January, 1969, I have to understand the intention of the members of the Wage Board and the recommendations of the Wage Board. It is clear that their intention from the very inception is that these workers should get the benefit of the Das Commission's recommendations in regard to DA and it was their object that these workers should get the prevailing rate of DA after the implementation of the Das Commission recommendations by the Central Government and it was their desire that they should get DA along with the other workers in the Port and the docks. Finally, the Wage Board recommended that since the prevailing DA, namely, Rs. 71/-, was not neutralised by 90 per cent, they increased it to Rs. 71/- by adding Re. 1/-. If at all the Wage Board gave any benefit, it is only Rs. 1/- in the DA. They treated Rs. 71/- as the existing DA when they finalised the report on the 29th November, 1969....."

On that reasoning, the contention of the FCI that only Rs. 50.50 should be adopted as the DA for the purpose of the formula devised by the Wage Board was rejected.

It will be seen from the above that in the arbitration proceedings before Sri T. Venkatadri, the only question was whether DA should be taken as Rs. 50.50 or Rs. 71/-. There was no question that it should be taken as Rs. 99/-. I shall now explain how this question arose. The scale of pay devised by the Wage Board for a Loader (FCI worker) was Rs. 115-3-136-4-160. In fitting the worker in this scale, his existing emoluments were taken as hereunder: old minimum wage of Rs. 4 × 26 Rs. 104 monthly wage ; add DA Rs. 71/- and interim relief Rs. 11.80; add also fitment money Rs. 40/-; the total existing emoluments come to Rs. 226.80. If we apply the appropriate formula for reaching the appropriate basic pay, the figure reached is Rs. 122.55, so that the proper stage in the scale would be Rs. 124/-. The present point arises on the question of the multiple to be adopted in reaching the monthly wage, that is to say, whether the minimum of Rs. 4/- should be multiplied by 26 only or 26 plus 4-1/3 weekly offs, that is to say, 30-1/3. If that is done, the total existing monthly emoluments would be raised to such a figure that the next slab of DA becomes applicable, that is to say, Rs. 99/- would be the appropriate DA. The question at issue accordingly is whether the weekly offs should be taken into account in determining the monthly wage. It may be stated here that the FCI workers press the claim only during the present proceedings. They did not even so much as suggest it, much less press it during the arbitration proceedings before Sri T. Venkatadri. It should be noted also that the other workers of the Administrative Bodies of the DLB took the weekly off days into account and produced a calculation memo on that basis. The question accordingly arose before Sri T. Venkatadri whether the weekly off wages should be included in determining the basic pay, and after an elaborate discussion, Sri T. Venkatadri came to the conclusion that "as far as the Madras Port is concerned, the weekly off is now treated as part of the basic pay, and it was recognised as a factor to be taken into consideration for the purpose of calculating the DA, PF and Gratuity. When once weekly off is treated as part of the basic pay, in all fairness, the weekly off in Madras is an existing emolument or any other allowance for the purpose of arriving at the figure A in the formula to be applied for arriving at the new monthly basic pay," and he accordingly held that the wage fixation should be made as per the calculations of the Madras Harbour Workers Union. That was strictly applicable only to the workers other than the FCI workers, for, as I have stated more than once, the FCI workers did not make their calculation on the basis of the inclusion of the weekly offs for the purpose of calculating the basic pay.

Apart from this circumstance, Mr. Ramaswami, the learned counsel for the FCI, argues that on principle, the wage payable for the weekly offs cannot be included. The argument is that weekly offs were given to these workers only on 30-12-1966 by a government order and that they are not automatically given as part of the wage structure of the employees. It is said that the condition under which the worker is entitled to a weekly off is that he should work for six consecutive days (treating a day on which he is paid only attendance allowance as a day of work). The learned counsel argues that it is not equal to the wage paid on a holiday or on a day on which the employee is on earned leave. It is also urged that the Wage Board treated 26 as the multiple for the purpose of determining the existing emoluments and after applying the appropriate formula, the revised daily rate should be calculated by dividing the revised basic pay by 26. It is thus said that to multiply the minimum wage by 30-1/3 in order to arrive at the existing emoluments would not be in consonance with the recommendations of the Wage Board, where in paragraph 7-2-123 the Board observes : "Where at present DA or interim relief is paid on a monthly basis or where the daily rate of DA is determined by dividing the monthly rate by 30, the existing emoluments for the purpose of fitment should be determined by multiplying the daily rate of basic wage by 26 and adding thereto monthly DA and interim relief, to the figure so arrived at, approprite fitment money is to be aded..." This very argument was placed before Sri. T. Venkatadri, who took the view that since "basic pay" was not defined, daily rate of pay multipled by 26 would be only the notional pay for the month; that in any event the Madras Dock Labour Board had consistently taken the view that the wages for 4-1/3 weekly offs was part of the basic pay. It could also be said, so observed Sri. T. Venkatadri, that the weekly off was some sort of an allowance. If so, it should be added to the basic wages in order to arrive at the existing emoluments; in effect, the basic pay gets multiplied by 30-1/3.

It would be futile to pursue this mater ignoring the result of Sri. T. Venkatadri's award. It was established before him that in so far as the DLB and MPT were concerned, the weekly off wages had always been regarded as part of the basic pay. (There had been certain earlier awards which gave 4-1/3 days weekly off wages to Reserve Pool Workers and Listed workers of the DLB). That pattern had become well settled in respect of Dock and Shore labour employed by these bodies. The FCI workers were in fact eligible for 4-1/3 days weekly off with wages from 1967 itself; had they made their claim on that basis, they would have benefited by the award of Sri. T. Venkatadri to the same extent as the DLB workers were.

The first part of the issue, i.e., (xii-A) raises the legal question whether the workers are barred from asking for a re-fixation of their pay "despite the above agreement, wage board reports and award." The agreement referred to refixed the wages of the Maistries only, in whose case the application of the Wage Board formula resulted in their new wages being less than their old wages. I am unable to see how either this agreement or the Wage Board Report or the award of Sri. T. Venkatadri can debar the claim altogether. Strictly speaking, the claim was not put forward before Sri. T. Venkatadri and rejected by him. Even if that had been the case, I seriously doubt whether the claim could have been debarred for all time. It seems to me that the claim can be pressed now but subject to certain limitations which I shall presently outline. The second part of the issue-(xii-B) seems to have been put in by way of abundant caution, resting as it does on the interpretation of the Wage Board Report by Sri. T. Venkatadri.

Sri. Anthoni Pillai has aruged that the failure of those who represented the FCI workers before Sri T. Venkatadri to put forward this claim cannot defeat the workers' rights. As I said, it was only a case of failure to urge a right and not one of rejection of a claim. It has still to be seen what effect this failure has upon the present claim. Sri. Anthoni Pillai has all along been stressing that the FCI workers should get benefits similar to those of the workers of the DLB and the MPT for they are all employed on similar work. In fact, on every occasion the DLB workers gain some advantage from their employer, the FCI workers demand a similar concession from the Corporation. Now, during the arbitration before Sri T. Vankatadri, the only question that loomed large was whether the daily rate of pay should be multiplied by 26 or 30-1/3; and everyone was aware of that the Das Commission recommendations would give a higher DA if the larger multiple was employed. To the knowledge of the FCI workers, the other set of workers preferred this claim. Sri. T. Venkatadri upheld the mode of calculation by the other workers which employed 30-1/3 as the multiple, rejecting the employer's contention. In the case of the FCI workers, he accepted their calculation adopting 26 as the multiple, as that was less than what they could have got if only they had made the proper claim.

I do not understand Mr. Anthoni Pillai to argue that the FCI workers are not bound by that award. Such a contention would be opposed to the terms of Section 18 of the Industrial Disputes, Act. But the binding force of the award would naturally depend upon the life or the period when the award was in force. To my mind, during the period when the award was in force, the FCI workers would be debarred from raising the question and the bar would cease to operate when once the life of the award came to an end. Though they could thereafter raise the question which they failed to put forward during that arbitration, they would not be entitled to any relief during the period of operation of that award, on the basis of the present finding in their favour on that question.

Shri T. Venkatadri's award published on 6th March, 1971. It became enforceable on the expiry of 30 days from that date. It continued to be in operation for a period of on year from that date on which it became enforceable. The award thus ceased to be in effect on and after 5th April, 1972.

In answer to Issues (xii-A and B), I hold that the claim can be pressed at the present time, i.e., after Sri T. Venkatadri's award came to an end; that the pay of the workers has not been fixed according to the elucidation of the Wages Board Report by Sri. T. Venkatadri; and that the demand of the workers for refixation is justified.

It has still to be considered to what extent the claim should be allowed. In my opinion (1) the refixation of the pay of the employees should be confined to only those employees who were on the rolls of the Corporation on the date on which the parties signed the arbitration agreement; (2) the pay of the employees should be fixed as on 1-1-1969, or if they entered employment subsequent to that date, as on that date; and (3) the relief to be granted to them as a result of the above should take effect from 5th April, 1972, that is to say if the refixed pay of the employee on and after the above date was higher than what he was paid under the old method of calculation, he should be paid that difference. He would not be entitled to any relief for the period prior to 5th April, 1972.

Issue XIII : Whether there is any justification for making a departure from the provisions of the Payment of Gratuity Act relating to the payment of gratuity under Section 4 of the Act in the case of Food Corporation of India workers? If yes, to what extent?

What the Union demands is made clear by this passage from the Claims Statement :

> "Because of these peculiar circumstances, this Union has submitted the demand—'that gratuity be paid at the rate of 30 days' wages for each year of service including service under the previous employers or contractors, subject to a minimum of 360 days' wages in the event of termination of employment for any reason whatsoever."

The peculiar circumstances referred to in the above extract are said to be these : that the rate of turnover in these occupations is very high; that if a worker becomes physically weak because of illness due to headloading operations, he tends to desert; that the morbidity and death

rates are also relatively very high; the handling of chemical fertilisers, particularly urea leads to laceration of the skin. Barring the last, the other reasons mentioned above have not been substantiated. Under the Payment of Gratuity Act, gratuity is paid at the rate of certain number of days' wages for every year of service. I am not aware that in any occupation gratuity is payable at the rate of 30 days' wages for each year of service. It may be that there are certain occupational hazards attaching to the handling of grains or chemical fertilisers; but they are, in a manner of speaking compensated by the higher emoluments which the dock workers generally enjoy. I am unable to accept the claim as at all valid. The further part of the claim that service with the previous employers or contractors should also be taken into account can hardly gain acceptance. Obviously, during such earlier stages, the workers were not eligible to any benefits such as gratuity being only casual employees and it would be throwing an enormous burden upon the succeeding employer, the Food corporation, to be called upon to pay gratuity in respect of work which was done in such circumstances under some other employer.

It is true that the Payment of Gratuity Act does not set any upper limit to the quantum of gratuity which may be paid. The contract of employment or agreement between employer and employee may confer better terms of gratuity. An award can do likewise. But before I can consider the grant of better terms of gratuity, I must be satisfied that there exist vaild reasons to support the claim. As I have pointed out, no attempt has been made to prove by facts and figures the "peculiar cirumstances" which are said to justify the demand. I may also observe that though the DLB and the MPT workers also handle both foodgrain and fertilisers, it is not stated that the terms of gratuity in the case of those workers are better than those laid down in the Act.

There is, to my mind, no justification for deviating from the Act in this regard.

Issue XIV.—Whether (a) the question regarding payment of D.A. for the days on which the worker are paid attendance allowance only can be re-opened, despite the award dated 10-2-1971 made by Sri. T. Venkatadri, arbitrator. If yes, whether the D.A. should be paid to the workmen for such days, and if so, from what date; and (b) Whether any increase in the attendance allowance is justified and if so, whether it should be increased upto Rs. 2.50 and from what date?

The claim made in this issue must necessarily fail in view of my finding on an earlier issue that attendance allowance is not a wage. I may nevertheless briefly refer to the contentions. In the Claims Statement, it is urged that the registered dock workers under the DLB are allowed DA in such circumstances, that is to say, when the worker reports for work and is not offered employment and is paid only the attendance allowance of Rs. 1.75 per day. No other ground in support of the claim is put forward. In the counter of the FCI, it is pointed out that Attendance Allowance is only a sort of compensation to the worker for his reporting at and returning from the workspot and is not a wage in any sense of the term.

It seems to me that no greater light has been thrown upon this matter in the course of the arguments. Mr. Anthoni Pillai only referred to a definition of the term 'wage', not in any statute, but in the Contributory PF Rules, as they existed when the foodgrain workers were under the Department, that is, before the Corporation took over. A settlement was arrived at on 21-5-1966 between the Director-General of Food and the Transport and Dock Workers Union representing the workmen for handling foodgrains and fertilisers, and it provided for the extension of the contributory PF benefits to the workers. That defined "monthly emoluments" as including Attendance Allowance among other allowances. It has not been stated before me that these rules are in force today; and the claim is not mooted on that basis.

Different enactments define a common term like 'wage' in different ways suitable to the purpose underlying those enactments, and equally, when a settlement is arrived at between parties, they may take into account certain allowances as forming part of the basic pay or the total emoluments which a worker receives. This definition which has a limited scope and applicable only in certain circumstances in the past cannot be pressed into service now. That DA is linked to wage is an admitted proposition, and if Attendance Allowance is not a wage, then no question of paying DA on the days on which Attendance Allowance is paid can possibly arise.

The further part of this issue referred to me whether any increase in the Attendance Allowance is justified; if so, whether it should be increased to Rs. 2.50, and from what date? Except the broad statement that the value of the rupee has fallen and that prices have risen, nothing further has been stated before me in support of this claim. The rise in prices or the fall in the value of the rupee may be a good ground for an upward revision of the wage, but not for a revision of the Attendance Allowance, which is not a wage but is only intended to defray the expenses of travelling to and from the workspot by a worker when he appears for work and is sent home without any work. There is to my mind no case for an increase of this allowance.

Issue xv.—Whether the 51 Category Fillers/Stichers who had not put in any work during the year 1970 are entitled to payment of compensation per agreement dated 16-11-1970 and 9-2-1972 ?

In the Claims Statement, it is stated that temporary men had been in the service of the Corporation since 1965 and that since these temporary hands were not eligible to any minimum guarantee or attendance allowance, there is no record of their having come to the workspot in search of work. In the case of some of these temporary men in respect of whom there is some record that they had worked even for a few days in 1970, compensation was paid at the time their services were found to be surplus. It is claimed that in the case of these workers, solely for the reason that there was no record of their having appeared to ask for work, the Corporation has treated them as having deserted and consequently, no compensation or gratuity was given to them. For these reasons, the Claims Statement proceeds to demand that though these workers might not have worked in 1970, if they had worked in the previous year, 1969, they should be paid the same quantum of compensation as the other workers were paid. The Corporation does not accept this claim. It is contended that these temporary workers were paid whatever emoluments they were entitled to for the work they did. In the absence of their having worked for a sufficient number of days in any calendar year, they would not be entitled to any compensation.

In the agreement dated 9-2-1972, it is stated that the services of casual Fillers had been terminated in December, 1970, and January, 1971, on payment of Rs. 500/-. There had been a dispute regarding the quantum of compensation. The agreement of 9-2-1972 provided for the payment of a supplementary sum of Rs. 150/- to each of them. It is abundantly clear from this that a certain number of persons of the category of casual Fillers were in the service of the FCI at the relevant time. It is equally clear from the very wording of the issue and the Claims Statement that the 51 workers in question never turned up even for a single day during the year 1970. The counter states that their names were struck off the rolls. The Union accepts this position, for nothing has been stated to the contrary before me. At the time of the agreement of 9-2-1972, the parties considered the case of worker whose services were terminated in December, 1970, and January, 1971; they were not called upon nor did they consider the cases of persons who were not on the rolls at all and whose services were not terminated.

Having regard to the wording of the issue, it is clear that these persons are not "entitled" to payment of compensation as per the agreements referred to. The issue is answered in the negative.

Issue ii.—This issue calls for the framing of an incentive piece-rate scheme. In the agreements between the parties, there is provision for payment at piece-rates which contains no element of incentive. An incentive piece-rate scheme, while it increases the worker's earnings, also leads to a considerable reduction of the charges payable by the Corporation by the detention of vessels and wagons. It has been suggested in the course of the arguments that such charges are very high and that an increased wage paid to the worker by an incentive piece-rate would be a very small fraction of the saving effected by the reduction of those charges.

The important operations involved are filling bags with foodgrains or fertilisers, loading and unloading lorries and railway wagons with such bags, unloading and stacking the bags in the godowns. Occasionally also unstacking and restacking operations are done. All other operations are minor. The scheme that I shall outline will deal with the above major operations.

At present, the filling and stitching of bags of wheat and fertiliser are paid for on tonnage basis while the other operations are paid on the basis of the number of bags handled. In so far as the operations in the Port area are concerned, both sides agree that the rates might be fixed on the basis of tonnage.

It was argued by Mr. Anthoni Pillai that the filling gang is the hardest pressed in the chain of operations, which works almost continuously in contrast to the DLB worker or the PT shore Mazdoor. He claims that of the 8 DLB men (10 form a gang) working in the hold, shovelling grain into the slings, 4 alone can work at a time for want of space; in effect, the other 4 get some rest before they take their turn at shovelling. The filling gang of 15 men (inclusive of one Malstry) is deployed thus : 1 on the top of the Chute wagon for unhooking the sling; 1 at each Chute opening to regulate the flow of grain into the bags; 2 holding a bag to receive the grain at each Chute and dragging the bag to the rest who stitch the bags. It is said that since the sling operate once every 3 minutes, the Chute wagon tends to get full and keeps the fillers continuously occupied ; if the filling gang is slow, the wagon gets full and the DLB gang will stop work for want of space to release the grain. Sri. David also pointed out that the filling gang has far more operations to perform than the DLB gang or the PT gang. It is said therefore that the FCI filler should receive a higher wage than the other workers in the chain. I am unable to agree that the FCI worker is entitled to higher emoluments than the rest. Some or the operations of the filling gang are light and doubtless the men are rotated, thereby getting such relief as the DLB worker is said to get. One can however appreciate the claim that there should be some parity between the earnings of the workers doing similar kinds of work or who are engaged in part of a set of linked operations.

Two factors to be determined are :

(1) the fixing of the datum of each operation; and

(2) the fixation of rates on a progressively increasing scale to provide the incentive.

In its proposal, the FCI has suggested a datum of 100 tonnes for a foodgrain filling gang in the I shift and 70 in the II and III shifts ; while Shri Anthoin Pillai favours 54 and 40.50 and Mr. David 57 and 46 respectively. The (implied) datum from the rates fixed in the agreement of 1965 works out to 60 and 45 tonnes.

No acceptable reasons have been placed before me to justify the Corporation's seeking to increase the datum from 60 to 100. The increase is presumably based on the performance of the gangs during the last few months which ranges from 120 to 150 for the I shift. The fact that the workers turned out more work than the datum (needed to earn the minimum wage) i.e., 60 tonnes, and turned out such extra tonnage for the sake of better earnings cannot be made use of to increase the datum by over 60 per cent, *i.e.*, from 60 tones to 100 tonnes. If the average high output ranges round about 150 tonnes, the adoption of an increased datum would virtually nullity the desired effect of an incentive scheme. Now, this datum of 60 M.T. has been in force from 1965 down to the present and at no time has there been any complaint by either side that it is too low or too high. This datum having stood the test of time without any reflection cast upon its adequacy must continue continue unchanged.

The same reasoning must apply to the datum for the other services, subject to such marginal adjustments as may be necessary. I shall here indicate the manner in which the datum has been reached in the case of one such service. The same method applies to the rest.

In the 1965 agreement, the rate/100 bags (20 bags to the M.T.) is Rs. 2.64 and that for 100 bags (13 bags per M.T.) is Rs. 4.40 for lorry loading of foodgrains. In order to earn the minimum guranteed wage of Rs. 60/- per gang, the outturn on the basis of the above rates would work out thus:

$$\frac{60}{2.64} \times 100 \text{ bags} = \frac{60 \times 100 \times 50}{2.64} \text{ kgs} = 113.6 \text{ M.T. in the first case.}$$

and

$$\frac{60}{4.40} \times 100 \text{ bags} = \frac{60 \times 100 \times 77}{4.40} \text{ kgs} = 105 \text{ M.T. in the other}$$

It would be proper to accept 105 M.T. as the datum for the gang.

The claim has been made on behalf of the workers that the rate even for the production up to the datum should be raised and that for output from 100 per cent to 200 per cent of the datum, the rate should be doubled and so on. It is said that even so, the FCI worker would earn less than his counterpart in Bombay. While the demand that the earnings of the FCI worker should have near parity with the other workers at the Madras Port is reasonable, I cannot accept comparison with Bombay workers as the basis. The incentive scheme to be presently evolved must be related to conditions existing locally.

Adopting the minimum guaranteed wage of Rs. 4/- under the 1965 agreement as the poccssing wage, the worker will be entitled to this wage **plus** the difference between Rs. 4/- and his actual daily wage on his Wage Board Scale of pay when his output reaches the datum tonnage; that is to say the wage that he is entitled to on his pay scale on the date in question. It is this wage that is the minimum guaranteed wage at the present time after the implementation of the Wage Board Scales of pay. This will necessarily rise from year to year. The proceessing wage is only a notional wage. When the output exceeds the datum, payment will be according to the rates specified in the tables below.

In what follows, M.W. means the minimum wage as explained above and M.T., metric tonnes.

TABLE — I

Fillers — Foodgrains

	Shift I	Rate/M.T.	Shift II & III
Datum . .	60 M.T.		45 M.T.
Upto . .	60 M.T.	M.W.	Upto 45 M.T.
From . .	61—120	Rs. 1.75	46—90
	121—180	Rs. 2.25	91—135
Above . .	180	Rs. 3.00	Above 135

TABLE — II

Filler — Fertilisers

	Shift I	Rate/M.T.	Shift II & III
Datum . .	55 M.T.		45 M T.
Upto . .	55 M.T.	M.W.	Upto 45 M.T.
	56—85	Rs. 1.75	46—70
	86—115	Rs. 2.50	71—95
Above . .	115	Rs. 3.00	Above 95

TABLE — III

Lorry Loading — Foodgrain & Fertiliser

	Shift I	Rate/M.T.	Shift II & III
Datum . .	105 M.T.		80 M.T.
Upto . .	105 M.T.	M.W.	Upto 80 M.T.
	106—135	Rs. 1.00	81—110
	136—195	Rs. 1.25	111—140
Above . .	195	Rs. 1.75	Above 140

TABLE — IV

Loading Foodgrains — Covered Wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum . .	80 M.T.		60 M.T.
Upto . .	80 M.T.	M.W.	Upto 60 M.T.
	81—110	Rs. 1.25	61—75
	111—155	Rs. 1.50	76—105
Above . .	155	Rs. 2.00	Above 105

TABLE — V

Loading Foodgrains — Box wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum . .	60 M.T.		45 M.T.
Upto . .	60 M.T.	M.W.	Upto 45 M.T.
	61—75	Re. 1.00	46—55
	76—105	Rs. 1.75	56—65
Above . .	105	Rs. 2.25	Above 65

TABLE — VI

Loading Foodgrains — Open Wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum . .	72 M.T.		54 M.T.
Upto . .	72 M.T.	M.W.	Upto 54 M.T.
	73—102	Re. 1.00	55—69
	103—132	Rs. 1.75	70—99
Above .	132	Rs. 2.25	Above 99

TABLE — VII

Loading Fertilisers — Covered Wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum . .	70 M.T.		56 M.T.
Upto . .	70 M.T.	M.W.	Upto 56 M.T.
	71 to 115	Rs. 1.25	57—101
	116—160	Rs. 2.00	102—146
Above . .	160	Rs. 3.00	Above 146

TABLE — VIII

Loading Fertilisers — Box Wagons

	I Shift	Rate/M.T.	II & III Shift
Datum . .	60 M.T.		45 M.T.
Upto . .	60 M.T.	M.W.	Upto 45 M.T.
	61—105	Rs. 1.25	46—75
	106—150	Rs. 2.20	76—105
Above . .	150	Rs. 3.00	Above 105

TABLE — IX

Loading fertilisers — Open Wagons

	I Shift	Rate/M.T.	II & III Shifts
Datum . .	72 M.T.		54 M.T.
Upto . .	72 M.T.	M.W.	Upto 54 M.T.
	73—117	Rs. 1.25	55—99
	118—162	Rs. 2.00	100—144
Above . .	162	Rs. 3 00	Above 144

These tables will apply equally to unloading operations. Except to the extent covered by these tables and further indicated below, the existing agreements will continue in force.

Some argument was advanced on idle time wages. It was said that if after the work commenced in a shift, work had to be stopped (for reasons for which the workers were not responsible, such as rain, or breakdown of machinery, etc.), the worker should be paid for the idle time. I am unable to see any basis for the claim. The FCI is committed to paying the minimum wage under those conditions and why it should pay anything more **for work that was not and could not be done** is more than I can follow. I cannot accept this claim.

The Maistry will be eligible to his differential of **Rs.** 1/- when the output crosses the datum limit and not otherwise.

Adjustment allowance will stand abolished. All other allowances for which a worker is eligible will continue to be paid as hitherto. There is no need to make any provision for shorthanded gangs for gangs always start with the full complement. No cases have been brought to my notice of any difficulties in this connection.

Even as the worker has the advantage of an incentive piecerate scheme, he should be under an obligation to turn out a fair and honest measure of work. When the output falls below the datum due to reasons for which he is not responsible, he is still paid the minimum wage. What if the deficti output should be the result of any deliberate action of the worker, such as go-slow tactics? In such a case, the worker should be liable to a penalty, which whether or not it acts as a deterrent would at least have a moral value. It is not desirable to link the penalty to the actual loss in output. I therefore fix a penalty of Rs. 0.50 per M.T. of shortfall in output below the datum to be deducted from the wage or earnings of the shift.

In addition to loading of foodgrains and fertilisers, the workers at the Egmore godown have certain other operations to perform. These have been set out in a statement attached as an annexure to the counter filed by the FCI. This statement sets out a piecerate scheme which has been reached by agreement between the parties. There are 9 items herein; the first which is "the removal and loading of bags into lorries/trucks," and the last which "removal of bags from wagons" will be covered by the appropriate table set out earlier. In the case of other items, they set out different operations which involve and include staking and restacking of bags in tiers, upto 10 bags high, from 11 to 16 bags high and from 17 to 20 bags high and different piecerates have been flexed therefor. Stacking to such heights is intended to relieve pressure on the floor space of the godown, but it is undoubtedly a heavy work. No data can be prepared which will give an intelligible clue to the labour involved or the output that can be reached. Beyond claiming a lack of incentive, neither Sri. Anthoni Pillai nor Sri David had said anything which would suggest a method of overcoming it. In my view, the complaint of inadequate incentive can be met by an increase in the rates for the operations connected with the stacks about 10 bags high. I therefore fix the following rates in respect of items 2 to 8 in the statement referred to :

Upto 10 bags high — the existing rate to continue

Above 10 to 16 bags high : the existing rate to be increased by 10 per cent.

Above 16 to 20 bags high : the existing rate to be increased by 15 per cent.

The piecerate scheme should normally be only prospective in operation; but it is not denied that attempts have been made even before March, 1973, to frame a scheme and that the labour leaders refused even to serve on the committee to examine and modify a proposed scheme. In these circumstances, the employer could at least have unilaterally introduced a provisional incentive piecerate scheme. In any event, it seems to me that the scheme now set out in this award should be effective at least from 1-1-1973.

It is brought to my notice that as a result of the recommendations of the piecerate Review Committee for the Madras Port, which were made retrospective from 1-9-1972, the Port workers were paid each a lump sum of Rs. 700/- towards the difference in earning for a period of 16 months, *i.e.*, roughly at the rate of Rs. 40/- per worker per month. This was to avoid a meticulous calculation of the earnings in the preceding months. Sri. Anthoni Pillai claims that the scheme should be operative from 1-9-1972 and that as 20 months have elapsed, a proportionally larger amount should be paid. Whatever might have been done in the Madras Port, one cannot lose sight of the fact that the FCI labour had a dwindling volume of work during the recent past and that occasions when their earnings could have exceeded the minimum wage were few and far between. In this view, I consider that the difference in the earnings of each worker, on the average, could not have exceeded Rs. 25/- per month, if the proposed piecerates had been applied. Instead of entering upon a laborious task of calculating the earnings, I direct that each worker (piecerated) be paid Rs. 25/- per month from 1-1-1973 till 31-12-1973 and that these rates be effective from 1-1-1974.

It is next urged that dailyrated workers, whose work would increase in proportion to increased work of the piecerated workers should be given some benefit. My short answer to this plea is that the terms of reference to arbitration do not enable me to make any such award in favour of the dailyrated workers.

Wherever it was called for, I have indicated the date from which any particular recommendation or direction should operate. In the absence of any such indication in any particular case, that would take effect from 1-1-1974 only.

Recovery of advance.—By an agreement entered into on the 1st September, 1973, an advance of Rs. 500/- was made to each piecerated worker (Permanent Loaders and Fillers including their Maistries) and of Rs. 200/- to non-piece rated workers. An earlier advance of Rs. 100/- paid under an agreement dated 20-3-1973 was deducted from the above advances. It was agreed that recovery should be made as directed by the Arbitrator. Even in the petitions seeking the advances, the workers had suggested that the advances might be set off against any arrears that might accrue to the workers under the several heads of claim. In accordance therewith, I direct that the outstanding advances be set off in the manner stated above in the case of piecerated workers. In the case of the others, the advances should be recovered in ten equal monthly instalments.

Lastly, I desire to express my appreciation of the thorough and painstaking manner in which the points in dispute were thrashed out by Sri. Anthoni Pillai and Sri. David, for the workers, and Sri. G. Ramaswami, learned counsel for the Food Corporation of India.

K. SRINIVASAN, Presiding Officer.

[No. L 42013/8/73/LR III.]

नई दिल्ली, 25 जनवरी, 1974

का. आ. 331.—केन्द्रीय सरकार, कोयला खान विनियम, 1957 के विनियम 71 के उपविनियम (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 1974 के मार्च के प्रथम दिन को उस तारीख के रूप में नियत करती है जिसको उक्त विनियमों का विनियम 71 प्रवृत्त होगा।

[संख्या एस-66013/1/73 एम 1]

New Delhi, the 25th January, 1974

S.O. 331.—In exercise of the powers conferred by sub. regulation (5) of regulation 71 of the Coal Mines Regulations, 1957, the Central Government hereby appoints the 1st day of March, 1974 as the date on which regulation 71 of the said Regulations shall come into force.

[No. S. 66013/1/73-M.I.]

का. आ. 332.—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 531, दिनांक 2 मार्च, 1961 में और आगे निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, निम्नलिखित प्रविष्टि निकाल दी जाएगी, अर्थात् :—

"(4) श्री एस. एन. रामानाथन।"

[ए-24012/1/73-एम-1]

पी. आर. नैयर, अवर सचिव

S.O. 332.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 531 dated the 2nd March, 1961, namely :—

In the said notification, the following entry shall be omitted, namely:—

"(4) Shri S. N. Ramanathan."

[No. A-24012/1/73-MI]

P. R. NAYAR, Under Secy.

नई दिल्ली, 23 जनवरी, 1974

का. आ. 333.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 87 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भूतपूर्व श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का. आ. 5305, तारीख 15 दिसम्बर, 1972 के अनुक्रम में नेशनल कोल डेवेलपमेन्ट कारपोरेशन लिमिटेड प्रेस, रांची को 26 अक्टूबर, 1973 से 28 अक्टूबर, 1974 तक, जिसमें यह तारीख भी सम्मिलित है, एक वर्ष की और अवधि के लिए उक्त अधिनियम के प्रवर्तन से छूट देती है।

[संख्या एस-38017(8)/73-एच. आई]

New Delhi, the 23rd January, 1974

S.O. 333.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948) and in continuation of the notification of the Government of India in the late Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 5305, dated the 15th December, 1972 the Central Government hereby exempts the National Coal Development Corporation Limited Press at Ranchi from the operation of the said Act for a further period of one year with effect from the 26th October, 1973 upto and inclusive of the 25th October, 1974.

[No. S-38017/8/73-HI]

का. आ. 334.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एल. बनर्जी एण्ड कम्पनी, 41 बिरेन राय रोड (पूर्व) कलकत्ता-8 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1972 के दिसम्बर, के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35017(50)/73-पी. एफ. 2]

S.O. 334.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. L. Banerjee and Company, 41, Biren Roy Road, (East) Calcutta-8 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of December, 1972.

[No. S. 35017/50/73-PF. II]

का. आ. 335.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स भारत डायनामिक्स लिमिटेड चन्द्रयान गुट्टालाइन्स हैदराबाद-5 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1971 के मार्च के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35019(121)/72-पी. एफ. 2(1)]

S.O. 335.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bharat Dynamics Limited Chandrayan Gutta Lines, Hyderabad-5 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of March, 1971.

[No. S-35019/121/72-PF.II(i)]

का. आ. 336.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए संबद्ध विषय में आवश्यक जांच कर लेने के पश्चात् 1 मार्च 1971 से मैसर्स भारत डायनामिक्स लिमिटेड चन्द्रयान गुट्टा-लाइन्स हैदराबाद-5 नामक स्थापन को एतद्द्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[संख्या 35019(121)/72-पी. एफ. 2(2)]

S.O. 336.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st day of March, 1971 the establishment known as Messrs Bharat Dynamics Limited Chandrayan Gutta Lines Hyderabad-5 for the purposes of the said proviso.

[No. 35019/121/72-PF.II(ii)]

का. आ. 337.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स माहेश्वरी ट्रेडिंग कंपनी, 158/164, कल्बादेवी रोड, मुम्बई-2 नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

यह अधिनियम 1972 की जुलाई के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35018(45)/73-पी. एफ./2/(1)]

S.O. 337.—Whereas it appears to the Central Government that the employer and the majority of the employees inrelation to the establishment known as Messrs Maheshwari Trading Company, 158/164, Kalbadevi Road, Bombay-2 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of July, 1972.

[No. S. 35018/45/73-PF. II(i)]

का. आ. 338.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् मैसर्स माहेश्वरी ट्रेडिंग कंपनी, 158/164, काल्बादेवी रोड, मुम्बई-2 नामक स्थापन को 1972 की जुलाई के इकतीसवें दिन से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[संख्या एस-35018(45)/73-पी. एफ. 2(2)]

S.O. 338.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st day of July, 1972 the establishment known as Messrs Maheshwari Trading Company, 158/164, Kalbadevi Road, Bombay-2 for the purposes of the said proviso.

[No. S. 35018/45/73-P.F. II(ii)]

का. आ. 339.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स भिलाई ट्रांसपोर्ट कंपनी, 42, मोती लाल नेहरू नगर, डाकघर एस. ए. एफ. लाइन्स, दुर्ग, मध्य प्रदेश नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत

है गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

यह अधिसूचना 1973 के जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी ।

[संख्या एस-25019(49)/73-पी. एफ. 2(1)]

S.O. 339.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bhilai Transport Company, 42, Motilal Nehru Nagar, P.O. S.A.F. Lines, Durg, Madhya Pradesh have agreed that the provisions of the Employees' Provident Funds and the Family Pension Fund Act, 1952(19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1973.

[No. S-35019/49/73-PF.II(i)]

का. आ. 340.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् मैसर्स भिलाई ट्रांसपोर्ट कंपनी, 42, मोती लाल नेहरू नगर, डाक घर एस. ए एफ. लाइन्स दुर्ग, मध्य प्रदेश नामक स्थापन को 1973 की जनवरी के प्रथम दिन से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है ।

[संख्या एस-35019(49)/73-पी. एफ. 2(2)]

S.O. 340.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st day of January, 1973 the establishment known as Messrs Bhilai Transport Company, 42, Motilal Nehru Nagar, P.O. S.A.F. Lines, Durg, Madhaya Pradesh for the purposes of the said proviso.

[No. S-35019/49/73-PF.II(ii)]

का. आ. 341.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स चैत्र एडवर्टाइजिंग प्राइवेट लिमिटेड, सातवीं मंजिल एस्पेरंका शहीद भगत सिंह रोड, बाम्बे-1 जिसमें इसके शाखा कार्यालय (1) चैत्र एडवर्टाइजिंग प्राइवेट लिमिटेड, 39 ग्रान्ट रोड, बंगलौर-1, (2) चैत्र एडवर्टाइजिंग प्राइवेट लिमिटेड, मार्फत सिस्तास प्राइवेट लिमिटेड, 36 टोडरमल रोड, नई दिल्ली-1 भी सम्मिलित हैं" नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

यह अधिसूचना 1972 के सितम्बर के तीसवें दिन को प्रवृत्त हुई समझी जाएगी ।

[संख्या एस-35018(91)/73-पी एफ. 2]

S.O. 341.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Chaitra Advertising Private Limited, 7th Floor, Esperanca, Shahid Bhagatsingh Road, Bombay-1 including it branches (1) Chaitra Advertising Private Limited, 39, Grant Road, Bangalore-1, (2) Chitra Advertising Private Limited, C/o Sistas Private Limited, 36 Todermal Road, New Delhi-1 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of September, 1972.

[No. S-35018/91/73-PF.II]

का. आ. 342.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डी. एम. हरिशंकर नर्भेराम एन्ड कम्पनी, 94, कंसारा चाल, कल्बादेवी रोड मुम्बई-2 (भारत) नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ,

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

यह अधिसूचना 1972 की जुलाई के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी ।

[सं. एस-35018(46)/73-पी. एफ. 2(1)]

S.O. 342.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs D. M. Harishankar Narbheram and Company, 94, Kansara Chawl, Kalbadevi Road, Bombay-2 (India) have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of July, 1972.

[No. S. 35018/46/73-PF.II(i)]

का. आ. 343.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् मैसर्स डी. एम. हरिशंकर नर्भेराम एन्ड कम्पनी, 94, कंसारा चाल, कल्बादेवी रोड, मुम्बई-2 (भारत) नामक स्थापन को 1972 की जुलाई के इकतीसवें दिन से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है ।

[संख्या एस-35018(46)/73-पी. एफ. 2(2)]

S.O. 343.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter,, hereby specifies with effect from the 31st day of July, 1972 the establishment known as Messrs D. M. Harishanker Narbheram and Company, 94, Kamsara Chawl, Kalvadevi Road, Bombay-2 (India) for the purposes of the said proviso.

[No.S-35018/46/73-PF.I(ii)]

का. आ. 344.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जुपिटर थर्मो केमिकल्स, 38 चान्दनी चौक स्ट्रीट, प्रथम मंजिल, कलकत्ता-13 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

यह अधिसूचना 1971 के दिसम्बर के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी ।

[सं. एस-35017(51)/73-पी. एफ. 2(1)]

S.O. 344.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jupiter Thermo Chemicals, 38, Chandni Chowk Street, 1st floor, Calcutta-13 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of December, 1971.

[No. S-35017/51/73-PF. II(i)]

का. आ. 345.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् मैसर्स जुपिटर थर्मो केमिकल्स, 38, चांदनी चौक स्ट्रीट, प्रथम मंजिल, कलकत्ता-13 नामक स्थापन को 1971 के दिसम्बर के इकतीसवें दिन से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है ।

[संख्या एस-35017(51)/73-पी. एफ. 2(2)]

S.O. 345.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st day of December, 1971 the establishment known as Messrs Jupiter thermo Chemicals, 38, Chandni Chowk Street, 1st floor, Calcutta-13 for the purposes of the said proviso.

[No. S-35017/51/73-P.F. II(ii)]

का. आ. 346.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पी. के. अलेकसेन्डर एण्ड कम्पनी, ज्यूज स्ट्रीट, कोचीन-11 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

यह अधिसूचना 1973 के दिसम्बर के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी ।

[संख्या एस-35019(144)/73-पी. एफ. 2]

S.O. 346.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs P. K. Alexander and Company, Jews Stree, Cochin-11 agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the previsions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of December, 1973.

[No. S-35019/144/73-PF.II]

का. आ. 347.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अंसल एण्ड सैगल प्रोपर्टीज प्राइवेट लिमिटेड, 202, आकाश दीप, 26-ए, बाराखम्भा रोड, नई दिल्ली, जिसमें (1) 16, कर्जन रोड, नई दिल्ली, (2) नेहरू प्लेस, नई दिल्ली स्थित इसकी शाखाएं भी सम्मिलित हैं, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

यह अधिसूचना 1973 के जून के प्रथम दिन को प्रवृत्त हुई समझी जाएगी ।

[संख्या एस-35019(155)/73-पी. एफ. 2(1)]

S.O. 347.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ansal and Saigal Properties Private Limited 202. Akash Deep, 26-A, Barakhambha Road, New Delhi including its branches at (1) 16, Curzen Road, New Delhi (2) Nehru Place New Delhi have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of June, 1973.

[No. S. 35019/155/73-PF.II(i)]

का. आ. 348.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,

सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 1 जून, 1973 से मैसर्स अंसल एण्ड सैंगल प्रोपर्ट्रीज प्राइवेट लिमिटेड, 202, आकाश-दीप, 26-ए, बाराखम्भा रोड, नई दिल्ली, जिसमें (1) 16, कर्जन रोड, नई दिल्ली, (2) नेहरू प्लेस, नई दिल्ली स्थित इसकी शाखाएं भी सम्मिलित हैं, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है ।

[संख्या एस-35019(155)/73-पी.एफ. 2(2)]

S.O. 348.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st June, 1973 the establishment known as Messrs Ansal and Saigal Properties Private Limited, 202 Akash Deep, 26-A, Barakhamba Road, New Delhi including its branches at (1) 16, Curzen Road, New Delhi (2) Nehru Place, New Delhi for the purposes of the said provisio.

[No. S. 35019/155/73-PF. II(ii)]

का. आ. 349.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भूतपूर्व श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं. का. आ. 216 तारीख 7 जनवरी, 1970 को अधिक्रान्त करते हुए, श्री एच. मंडल को उक्त अधिनियम और उसके अधीन विरचित किसी स्कीम और कुटुम्ब पेंशन स्कीम के प्रयोजनों के लिए केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापन के संबंध में या किसी रेल कम्पनी, महापत्तन, खान या तेल क्षेत्र या नियंत्रित उद्योग से संबंधित किसी स्थापन के संबंध में या ऐसे स्थापन के संबंध में जिसके एक से अधिक राज्य में विभाग या शाखाएं हों, सम्पूर्ण बिहार राज्य के लिए निरीक्षक नियुक्त करती है ।

[संख्या ए. 12016(15)/73-पी. एफ. 1]

S.O. 349.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the late Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S. O. 216 dated the 7th January, 1970 the Central Government hereby appoints Shri H. Mondal to be an Inspector for the whole of the State of Bihar for the purpose of the said Act, the scheme and the family pension scheme framed thereunder in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield or a controlled industry or in relation to an establishment having departments or branches in more than one State.

[No. A-12016/15/73-PF.I]

का. आ. 350.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सुयोग एजेंसीस, 167/171, शेखमेमन स्ट्रीट, बाम्बे-2 जिसमें 37, अर्मीनियम स्ट्रीट, कलकत्ता स्थित इसकी शाखा कार्यालय भी सम्मिलित हैं, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

यह अधिसूचना 1972 के सितम्बर के तीसवें दिन को प्रवृत्त हुई समझी जाएगी ।

[संख्या एस-35018(88)/73-पी. एफ. 2]

S.O. 350.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as the Messrs Suyog Agencies, 167/171, Shakmemon Street, Bombay-2 including its branch offices at 37, Armenian Street, Calcutta, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of September, 1972.

[No. S. 35018/88/73-PF.II]

नई दिल्ली, 24 जनवरी, 1974

का. आ. 351.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री रोहिणा कान्त शास्त्री को उक्त अधिनियम और उसके अधीन विरचित किसी स्कीम और कुटुम्ब पेंशन स्कीम के प्रयोजनों के लिए केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापन के संबंध में या किसी रेल कम्पनी, महापत्तन, खान या तेल क्षेत्र या नियंत्रित उद्योग से संबंधित किसी स्थापन के संबंध में और ऐसे स्थापन के संबंध में जिसके एक से अधिक राज्य में विभाग या शाखाएं हों, सम्पूर्ण उड़ीसा राज्य के लिए निरीक्षक नियुक्त करती है ।

[संख्या ए-12016(1)/72-पी. एफ. 1]

New Delhi, the 24th January, 1974

S.O. 351.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government hereby appoints Shri Rohini Kanta Sastry to be an Inspector for the whole of the State of Orissa for the purposes of the said Act, the Scheme and the family Pension Scheme framed thereunder in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield or a controlled industry or in relation to an establishment having departments or branches in more than one State.

[No. A. 12016/1/72-PF.I]

नई दिल्ली, 25 जनवरी, 1974

का. आ. 352.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि स्कीम, 1952 के पैरा 4 के उप-पैरा (1) के खण्ड (ग) के अनुसरण में, श्री बाबूभाई मनीलाल गांधी को गुजरात राज्य के लिए गठित क्षेत्रीय समिति के सदस्य के रूप में नियुक्त करती है और भारत सरकार के भूतपूर्व समाज सुरक्षा विभाग की अधिसूचना संख्या का. आ. 1721, तारीख 18 मई, 1965 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, मद 5 के सामने, स्तम्भ 1 में प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

"श्री बाबूभाई मनीलाल गांधी,
अवैतनिक सचिव,
गुजरात वाणिज्य और उद्योग चैम्बर,
रणछोड़लाल रोड, पी. बी. संख्या 4045 अहमदाबाद-9" ।

[सं. बी-20012(5)/72-पी.एफ. 2]

New Delhi, the 25th January, 1974

S.O. 352.—In pursuance of clause (c) of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme 1952, the Central Government hereby appoints Shri Babubhai Manilal Gandhi as a member of the Regional Committee set up for the State of Gujarat and makes the following amendment in the Notification of the Government of India in the late Department of Social Security No. S.O. 1721, dated the 18th May, 1965 namely:—

In the said notification, against item 5 for the entry in the first column, the following entry shall be substituted namely:—

"Shri Babubhai Manilal Gandhi,
Hon. Secretary,
Gujarat Chamber of Commerce and Industry,
Ranchhodlal Road, P.B. No. 4045 Ahmedabad-9".

[No. V. 20012/5/72-PF.II]

का. आ. 353.—यतः बिहार राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खंड (घ) के अनुसरण में, श्री ईश्वरी प्रसाद के स्थान पर श्री राम उपदेश सिंह, सचिव बिहार सरकार, श्रम और रोजगार विभाग, को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिए नाम-निर्दिष्ट किया है,

अतः, अब, केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के भूतपूर्व श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का. आ. 2763, तारीख 27 मई, 1971 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, "(राज्य सरकारों द्वारा धारा 4 के खंड (घ) के अधीन नाम निर्दिष्ट)" शीर्षक के नीचे मद 9 के सामने प्रविष्टि के स्थान पर, निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

"श्री राम उपदेश सिंह, सचिव, बिहार सरकार,
श्रम और रोजगार विभाग, पटना ।"

[फा. सं. यू. 16012(20)/73-एस. आई.]

दलजीत सिंह, अवर सचिव

S.O. 353.—Whereas the State Government of Bihar has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Shri Ram Updesh Singh, Secretary to the Government of Bihar, Department of Labour and Employment to represent that State on the Employees' State Insurance Corporation, in place of Shri Ishwari Prasad;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) S.O. No. 2763, dated the 27th May, 1971, namely:—

In the said notification, under the heading "(Nominated by the State Governments under clause (d) of section 4)", for the entry against item 9, the following entry shall be substituted, namely:—

"Shri Ram Updesh Singh,
Secretary to the Government of Bihar,
Department of Labour and Employment, Patna.".

[F. No. U-16012/20/73/HI]

DALJIT SINGH, Under Secy.

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